United States Treaties and Other International Agreements

UNIVERSITY OF
ILLINOIS LIBRARY
AT URBANA-CHAMPAIGN

Digitized by the Internet Archive
in 2013

http://archive.org/details/ustcumulativeind3241kava

UNIVERSITY OF
ILLINOIS LIBRARY
AT URBANA-CHAMPAIGN

United States Treaties and Other International Agreements

VOLUME 32

IN FIVE PARTS

Part 4

1979–1980

19-198 O - 86 - 1

Doc.
S9.12:
32/4

STD

Compiled, edited, indexed,
and published by authority of law
(1 U.S.C. § 112a)
under the direction
of the Secretary of State

The Act approved September 23, 1950, Ch. 1001, § 2, 64 Stat. 979, 1 U.S.C. § 112a, provides in part as follows:

". . . United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States."

U.S. GOVERNMENT PRINTING OFFICE
WASHINGTON: 1983

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402

LIST OF DOCUMENTS CONTAINED IN PART 4 OF THIS VOLUME

TIAS		Page
9913	*India.* Trade in textiles and textile products. Agreement: Signed Dec. 12 and 22, 1980	3729
9914	*Malaysia.* Trade in textiles and textile products. Agreement: Signed Dec. 30, 1980 and Jan. 20, 1981	3732
9915	*Japan.* Space cooperation (shuttle contingency landing sites). Agreement: Dated Jan. 28, 1980	3735
9916	*Suriname.* International Military Education and Training ((IMET)). Agreement: Dated Aug. 22 and 25, 1980	3741
9917	*Fiji.* Air transport services. Agreement: Signed Oct. 1, 1979	3747
9918	*Mexico.* Boundary waters (sanitation problems—New River). Minute: Signed Aug. 26, 1980	3764
9919	*Multilateral.* Inter-American Institute for Cooperation on Agriculture. Convention: Opened for signature Mar. 6, 1979	3779
9920	*Multilateral.* Partial Revision of Radio Regulations, 1959, and Final Protocol (aeronautical mobile (R) service). Done Mar. 5, 1978	3821
9921	*Japan.* Energy (coal liquefaction (SRC–II)). Agreement: Signed July 31, 1980	3987
9922	*International Hydrographic Bureau.* Reimbursement of income taxes. Agreement: Signed Aug. 27 and Oct. 16, 1980	3999
9923	*Brazil.* Shipping (equal access to government-controlled cargoes). Agreement: Signed Oct. 30, 1980; with agreed minutes	4003
9924	*People's Republic of China.* Finance (investment guaranties). Agreement: Signed Oct. 30, 1980; with related notes. And related letter and statement: Signed Oct. 7, 1980	4010
9925	*Japan.* Oceanography (Deep Sea Drilling Project). Memorandum of understanding: Signed Aug. 5, 1980	4027
9926	*Brazil.* Trade (hides and leather products). Record of discussion: Signed Aug. 13, 1980	4042
9927	*Haiti.* Disaster assistance (privileges and immunities for military personnel). Agreement: Signed Aug. 19 and 21, 1980	4046
9928	*Federal Republic of Germany.* Energy (coal liquefaction (SRC–II)). Agreement: Signed Oct. 5, 1979. And protocol: Signed July 31, 1980	4049
9929	*Portugal.* Fisheries off the United States coasts. Agreement: Signed Oct. 16, 1980; with agreed minutes	4081

TIAS		Page
9930	*People's Republic of China.* Grain trade. Agreement: Signed Oct. 22, 1980; with exchanges of letters	4121
9931	*Egypt.* Privileges and immunities for military personnel. Agreement: Signed Nov. 3 and 5, 1980	4139
9932	*Finland.* Energy (research and development). Memorandum of understanding: Signed Nov. 6, 1980	4143
9933	*Mexico.* Narcotic drugs (additional cooperative arrangements to curb illegal traffic). Agreement: Signed Nov. 6, 1980	4157
9934	*Canada.* Remote sensing (satellites and aircraft). Agreement: Signed Oct. 20 and Nov. 6, 1980	4162
9935	*Czechoslovak Socialist Republic.* Aviation (air transport services). Agreement: Dated May 12 and Nov. 7, 1980	4167
9936	*Socialist Federal Republic of Yugoslavia.* Telecommunications (alien amateur radio operators). Agreement: Dated Oct. 31 and Nov. 11, 1980	4173
9937	*Thailand.* Trade in textiles and textile products. Agreement: Signed Nov. 13 and 27, 1980	4177
9938	*Federal Republic of Germany.* Judicial assistance (taking of evidence). Agreements: Signed Feb. 11, 1955 and Jan. 13 and Oct. 8, 1956. And exchange of notes: Dated Oct. 17, 1979 and Feb. 1, 1980	4181
9939	*Sierra Leone.* Agricultural commodities. Agreement. Signed Sept. 29, 1980	4194
9940	*Japan.* Space cooperation (launch assistance). Agreement: Dated Dec. 3, 1980; with exchange of letters	4197
9941	*Israel.* Economic assistance (stability grant). Agreement: Signed Dec. 3, 1980	4204
9942	*Ecuador.* Tracking station. Agreement: Dated Dec. 4 and 16, 1980	4211
9943	*Botswana.* Space cooperation (vehicle communications facility). Agreement: Signed Dec. 4, 1980	4215
9944	*Canada.* Navigation (Long Range Aid to Loran C Stations near St. Marys River, Michigan–Ontario). Agreement: Signed Oct. 28 and Dec. 5, 1980	4229
9945	*Turks and Caicos Islands.* Peace Corps. Agreement: Dated Apr. 17 and Dec. 5, 1980	4235
9946	*Multilateral.* Whaling (amendments to the Schedule to the International Whaling Convention of 1946). Adopted July 21–26, 1980	4241
9947	*Multilateral.* Defense (EURO–NATO Joint Jet Pilot Training). Memorandum of understanding: Signed Dec. 9, 1980	4259
9948	*Multilateral.* International exhibitions. Protocol: Done Nov. 30, 1972	4283
9949	*Commission of the Cartagena Agreement.* Science and technology cooperation. Memorandum of understanding: Signed Nov. 21, 1979	4327
9950	*Canada.* Navigation (icebreaking operations in the Great Lakes and St. Lawrence Seaway System). Agreement: Signed Oct. 28 and Dec. 5, 1980	4334
9951	*Republic of Korea.* Postal (express mail service). Agreement, with detailed regulations: Signed Dec. 27, 1979 and Jan. 14, 1980	4343
9952	*Sudan.* Finance (consolidation and rescheduling of certain debts). Agreement: Signed May 17, 1980. And agreement: Signed Aug. 18, 1980	4373

TIAS		Page
9953	*Commission of the Cartagena Agreement.* Economic cooperation. Memorandum of understanding: Signed Nov. 21, 1979	4399
9954	*St. Lucia.* Peace Corps. Agreement: Signed May 15 and July 8, 1980	4408
9955	*United Nations.* Headquarters of the United Nations. Agreement: Signed Dec. 10, 1980	4414
9956	*New Zealand.* Aviation (transport services). Agreement: Signed Nov. 25, 1980. With Exchange of letters: Signed Nov. 19, 1980 and Feb. 2, 1981	4421
9957	*Israel.* Claims (U.S. Ship "Liberty"). Agreement: Dated Dec. 15 and 17, 1980	4434
9958	*Singapore.* Trade in textiles and textile products. Agreement: Signed Nov. 24 and Dec. 12, 1980	4438
9959	*People's Republic of China.* Postal (express mail service. Agreement, with detailed regulations: Signed Oct. 9, 1980	4441
9960	*Algeria.* Criminal investigations. Agreement: Signed Dec. 18, 1980	4491
9961	*Japan.* Trade (procurement in telecommunications). Agreement: Signed Dec. 19, 1980; with joint statement	4495
9962	*Hungarian People's Republic.* Aviation (air transport service). Agreement: Dated Dec. 31, 1980	4522
9963	*Mexico.* Narcotic drugs (additional cooperative arrangements to curb illegal traffic). Agreement: Signed Jan. 2, 1981	4525
9964	*World Intellectual Property Organization.* Industrial property protection. Agreement: Signed Sept. 26, 1980	4530
9965	*People's Republic of China.* Visas (crew members of aircraft and vessels). Agreement: Dated Jan. 7, 1981	4533
9966	*Norway.* Defense (prestockage and reinforcement). Memorandum of understanding: Signed Jan. 16, 1981	4538
9967	*Zimbabwe.* Scientific and technical cooperation. Agreement: Signed Sept. 25, 1980	4543
9968	*New Zealand.* Fisheries (shellfish sanitation). Memorandum of understanding: Signed Oct. 14 and 30, 1980	4545
9969	*Kenya.* Agricultural commodities. Agreement: Signed Dec. 31, 1980 and Jan. 7, 1981	4555
9970	*Belgium.* Atomic energy (radioactive waste management). Agreement: Signed Jan. 7 and 19, 1981	4569
9971	*United Kingdom of Great Britain and Northern Ireland.* Employment. Arrangement: Dated Jan. 14 and 15, 1981	4581

INDIA

Trade in Textiles and Textile Products

Agreement amending the agreement of December 30, 1977, as amended.
Effected by exchange of letters
Signed at Washington December 12 and 22, 1980;
Entered into force December 22, 1980.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Commercial Attache

DEPARTMENT OF STATE
Washington, D.C. 20520

December 12, 1980

Mr. V.S. Mehta
Attache (Commerce)
Embassy of India
Commerce Wing
2536 Massachusetts Ave., N.W.
Washington, D.C. 20008

Dear Mr. Mehta:

I refer to Paragraph 6 of the Agreement between the United States and India Relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with Annexes, effected by exchange of notes December 30, 1977, as amended[1] ("The Agreement"), and to our conversations concerning an increase in the consultation level for Category 447.

On behalf of my Government, I have the honor to propose that the Consultation Level for Category 447 be increased by 2,778 dozen to a level of 8,334 dozen for the 1980 Agreement Year.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Business and
Economic Affairs

[1] TIAS 9036, 9232, 9578, 9663, 9764; 29 UST 3677; 30 UST 983, 7198; 31 UST 5132; *ante*, p. 1153.

The Indian Second Secretary of Commerce to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

No. COM/105/2/80 December 22,1980

Mr. Harry Kopp,
Deputy Assistant Secretary
for Trade and Commercial Affairs,
Bureau of Business and Economic Affairs,
Department of State,
Washington D.C.20520

Dear Mr. Kopp,

I am writing with reference to your letter of December 12,1980 proposing that the consultation level for Category 447 be increased by 2,778 dozen to a level of 8,334 dozen for the 1980 Agreement Year.

On behalf of my Government, I have the honour to accept this proposal. Your letter and my response would constitute an amendment to the Indo-US Textile Agreement.

Yours sincerely,

(Miss V.I. Reddy)
Second Secretary (Commerce)

MALAYSIA

Trade in Textiles and Textile Products

Agreement amending the agreement of May 17 and June 8, 1978, as amended.
Effected by exchange of letters
Signed at Washington and New York December 30, 1980 and January 20, 1981;
Entered into force January 20, 1981.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Malaysian Assistant Trade Commissioner

DEPARTMENT OF STATE
Washington, D.C. 20520

December 30, 1980

Mr. Abdul Rahman
Assistant Trade Commissioner
Embassy of Malaysia
Trade Office
600 Third Avenue, Third Floor
New York, New York 10016

Dear Mr. Rahman,

I refer to paragraph 6 of the Agreement between the United States and Malaysia relating to Trade in Cotton, Wool, and Man-Made Fiber Textile Products, effected by [1] exchange of notes on May 17 and June 8, 1978 as amended ("the Agreement").

On behalf of my Government, I have the honor to propose that for the 1980 Agreement Year the consultation level for Category 339 be increased by 187,999 sye to a level of 1,116,000 sye and that the consultation level for category 338 be decreased by 187,999 sye to a level of 1,311,999 sye.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

[1] TIAS 9180, 9602, 9718, 9763, 9842; 30 UST 64, 7587; 31 UST *ante*, pp. 508, 1151, 2344.

The Malaysian Commercial Attache to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

KEDUTAAN BESAR MALAYSIA
BAHAGIAN PERDAGANGAN

EMBASSY OF MALAYSIA
TRADE OFFICE

600 THIRD AVENUE, 3rd FLOOR, NEW YORK, N. Y. 10016 TEL. NO: (212) 682-0232

Our Ref: TC.NYC.0.201/7 Vol.5

January 20, 1981

Mr. Harry Kopp
Deputy Assistant Secretary
For Trade and Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington, DC 20520

Dear Mr. Kopp:

I refer to paragraph 6 of the Agreement between the United States and Malaysia relating to trade in Cotton, Wool and Man-Made Fiber Textile Products, effected by exchange of notes on May 17 and June 8, 1978 as amended ("the Agreement").

On behalf of my Government, I have the honour to accept that the consultation level for CAT 339 be increased by 187,999 sye to a level of 1,116,000 sye and that the consultation level for CAT 338 be decreased by 187,999 sye to a level of 1,311,999 sye. Your letter dated January 8, 1981 and this letter should constitute an amendment to the Agreement.

As for the 1981 Agreement year, I would appreciate very much if you could furnish us with the amount of quota available for category 339 in square yard equivalent for 1981 period.

The Government of Malaysia views with great concern regarding the discrepancies arise as a result of technical problem of various categories of textile which have disrupted the flow of export of Malaysian textile products to this country from time to time as a result of a substantial amount of consignment being embargoed at the port of entry. In view of the recurring events, I wish to request on behalf of my Government for a review of US classification mechanism in order to rule out any possibility of discrepancies in export figures or wrong categorization which probably has also occurred at your end.

Sincerely yours,

(ABDUL RAHMAN MAMAT)
For Commercial Attache

JAPAN

Space Cooperation: Shuttle Contingency Landing Sites

Agreement effected by exchange of notes
Dated at Tokyo January 28, 1980;
Entered into force January 28, 1980.

The American Embassy to the Japanese Ministry of Foreign Affairs

No. 65

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Japan and has the honor to refer to the treaty on principles governing the activities of States in the exploration and use of outer space, including the moon and other celestial bodies (Outer Space Treaty) ratified by the Governments of the United States and Japan on October 10, 1967. [1] The Government of the United States wishes to inform the Government of Japan that in furtherance of its goals of exploring outer space for peaceful purposes the United States is planning to launch its space shuttle in the 1980's to provide a low-cost reusable space transportation system to replace expendable launch vehicles for the Government of the United States, commercial and foreign users and to provide routine, reliable and simplified operations in space. The space shuttle will make four to six orbital test flights. As these flights are experimental in purpose, the possibility exists that an emergency landing of the space shuttle may be required to ensure the safety of the astronauts. Because of trajectory constraints, it will not be possible to land the space shuttle on United States territory in all emergency situations. The Government of the United States therefore seeks to make such arrangements as may be necessary outside the United States. If such a landing

[1] TIAS 6347; 18 UST 2410.

should be necessary, United States personnel (both the National Aeronautics and Space Administration and contractor) would be dispatched to the landing site to prepare the orbiter for return flight to the United States.

The Government of the United States requests that, pursuant to Article V of the Outer Space Treaty, the Government of Japan render all possible assistance in the event of an emergency landing of the space shuttle on an airfield in Japanese territory to safeguard the lives of the astronauts.

To deal with such a contingency, the Government of the United States will provide planning information and consult with the Government of Japan to ensure the safest possible landing of the space shuttle. The Government of the United States is prepared to assume liability for damage caused by the space shuttle on Japanese territory under Article VII of the Outer Space Treaty and in accordance with the provisions of the Convention on International Liability for damage caused by space objects.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America
Tokyo, January 28, 1980

JLB

TIAS 9915

19-198 O - 86 - 1a : QL 3

2. 日本国政府は、両国政府の関係当局間で緊急事態に関する十分な協議（情報の交換を含む。）を行うことが適当であると考える。

3. 日本国政府は、合衆国政府が、宇宙条約第7条の規定に基づき、かつ、「宇宙物体により引き起こされる損害についての国際的責任に関する条約」に従つて、スペースシャトルにより日本国の領域内で引き起こされる損害について責任を負う用意がある旨上記口上書において言明していることに留意する。

外　務　省

The Japanese Ministry of Foreign Affairs to the American Embassy

科科第２７号
昭和５５年１月２８日

口　上　書

外務省は、在本邦アメリカ合衆国大使館に敬意を表するとともに、スペースシャトルの緊急着陸に関する１９８０年１月２８日付け同大使館口上書第６５号を受領したことを確認し、更に同大使館に対し次のとおり通報する光栄を有する。

１　日本国政府は、スペースシャトルが緊急着陸を行わざるを得ないような場合にその乗員の生命を守るため日本国の領域内にあつてかかる着陸に適した飛行場に着陸を行い得るようにするためすべての可能な援助を与えることは、「月その他の天体を含む宇宙空間の探査及び利用における国家活動を律する原則に関する条約」（宇宙条約）第５条の規定に基づく日本国政府の義務であることを十分理解するものである。

外　務　省

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS

TOKYO, JAPAN

No. 27/SCSC

NOTE VERBALE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of the latter's Note Verbale No. 65 dated January 28, 1980 concerning the Space Shuttle emergency landing and to inform the Embassy of the following:

1. The Government of Japan fully understands that it is its obligation under Article V of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies (Outer Space Treaty) to render all possible assistance in the event of emergency landing of the Space Shuttle so that the Space Shuttle can make such landing on an airfield suitable therefor in the territory of Japan to safeguard the lives of the astronauts.

2. The Government of Japan deems it appropriate that adequate consultations, including the exchange of information, be made between the authorities concerned of the two Governments concerning the possible emergency situation.

3. The Government of Japan takes note of the statement contained in the above Note Verbale that the United States Government is prepared to assume liability for damage caused by the Space Shuttle in the territory of Japan under Article VII of the Outer Space Treaty and in accordance with the provisions of the Convention on International Liability for Damage Caused by Space Objects.

Tokyo, January 28, 1980.

SURINAME

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Paramaribo August 22 and 25, 1980;
Entered into force August 25, 1980.

The American Embassy to the Surinamese Ministry for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 77

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs of the Republic of Suriname and has the honor to inform the Ministry of the willingness of the United States Government to provide certain technical and operational training to members of the Surinamese Army. The United States believes this training would be helpful to the Surinamese Government in enhancing the professional capabilities and effectiveness of the defense force.

The proposed training is offered under the International Military Education and Training (IMET) Program and is provided at no cost to the recipient country, within overall ceilings established by the United States Government. The intent of the IMET program is to assist friendly countries in operating, maintaining, and managing their defense forces; to foster the development by friendly countries of their own training capabilities; and to promote understanding between Surinamese military forces and the peoples of the United States and other participating countries.

Any training program would be developed with the full participation of the Government of Suriname and would be responsive to the specific needs of the Surinamese Army. The training -- most of which would be conducted in the United States -- can be accomplished in the following manners:

A. Formal instruction at U.S. military service schools in the United States or in Panama, with the students attending regularly-scheduled courses along with military personnel from the United States and other foreign countries;

B. On-the-job or observer training at U.S. military installations to permit special training not covered in scheduled courses of instruction and familiarization of foreign students with U.S. training methods and operating techniques;

C. Instruction in the recipient country by U.S. military mobile training teams.

It has been the experience of the United States Government that countries newly developing their defense capabilities initially benefit from instruction that stresses technical training of personnel responsible for the operation and maintenance of the defense force equipment and management and leadership training for junior and middle-grade leaders. It is desirable that students chosen for training have potential as instructors and leaders and the expectation of careers in the defense forces.

It should be noted that IMET training when related to the use of defense articles is subject to certain requirements of U.S. law. The furnishing of IMET training is prohibited unless the recipient country has first agreed to observe certain conditions with respect to such training. These conditions are:

A. That the recipient government will not, without the consent of the United States Government:

-- Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient country;

-- Transfer or permit any officer, employee, or agent of the recipient country to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

-- Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

B. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

C. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

D. That the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

The United States Government has allocated funds for Suriname during the current U.S. fiscal year, should the Government of Suriname choose to participate in the IMET program. If so, agreement by the Government of Suriname to the conditions described above would be required, inasmuch as training courses selected could involve defense articles.

Therefore, the Embassy of the United States of America has the honor to propose that this note, together with a note in reply by the Ministry for Foreign Affairs stating that such conditions are acceptable to the Government of Suriname shall constitute the basis for the provision of IMET training by the United States. At that time, appropriate representatives of both governments could begin discussions of specific course selections.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry for Foreign Affairs of the Republic of Suriname the assurances of its highest consideration.

Embassy of the United States of America,
Paramaribo, August 22, 1980.

The Surinamese Ministry for Foreign Affairs to the American Embassy

No. 967I

The Ministry for Foreign Affairs of the Republic of Suriname presents its compliments to the Embassy of the United States of America and, with reference to the latter's note dated 22 August 1980 No. 77, has the honour to inform the Embassy that the Government of the Republic of Suriname accepts the offer for technical and operational training of members of the Surinamese Army, provided for by the Government of the United States of America.

The Ministry further has the honour to inform the Embassy that the Government of Suriname accepts the conditions in said note and that this note in reply together with the Embassy's note No. 77 dated August 22, 1980 constitute the basis for the provision of IMET training by the United States .

The Ministry for Foreign Affairs of the Republic of Suriname avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of. its highest consideration.

Paramaribo, 25 August 1980.

To:
the Embassy of the
United States of America
in Paramaribo.

FIJI

Air Transport Services

Agreement signed at Suva October 1, 1979;
Entered into force provisionally October 1, 1979;
Entered into force definitively October 11, 1979.

AIR TRANSPORT AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF FIJI

The Government of the United States of America and the Government of Fiji,

Recognizing the importance of international air transportation between the two countries and desiring to conclude an agreement which will assure its continued development in the common welfare, and

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, [1]

Have agreed as follows:

ARTICLE 1

DEFINITIONS

For the purpose of the present Agreement:

A. "Agreement" shall mean this Agreement, the scheduled attached thereto, and any amendments thereto.

B. "Aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of Fiji, the Ministry of Tourism, Transport and Civil Aviation, or, in both cases, any person or agency authorized to perform the functions exercised at present by those authorities.

C. "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate in accordance with the provisions of this Agreement. Such notification shall be communicated in writing through diplomatic channels.

D. "Territory" shall mean the land areas under the sovereignty, jurisdiction or trusteeship of a Contracting Party and territorial waters adjacent thereto.

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.

E. "International air service" shall mean an air service which passes through the airspace over the territory of more than one State.

F. "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail carried for compensation.

G. "Price or Pricing" means the fare, rate or price and its conditions or terms of its availability charged or to be charged by an airline and or its agents for the public transport of passengers, baggage and/or cargo (excluding mail).

ARTICLE 2

GRANT OF RIGHTS

A. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the airlines of that other Contracting Party:

(1) The right to fly across its territory without landing; and

(2) The right to make stops in its territory for non-traffic purposes.

B. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services in accordance with the provisions of this Agreement. The airline or airlines designated by one Contracting Party may make stops in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, cargo or mail, separately or in combination.

ARTICLE 3

DESIGNATION AND AUTHORIZATION

Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating air services in accordance with the provisions of this Agreement. On receipt of a designation made by one Contracting Party and on receipt of an application or applications from the airline so designated for operating authorization and technical permission in the form and manner prescribed for such applications, the other Contracting Party shall, without undue delay, grant the appropriate operating and technical permissions, provided it is satisfied that:

19-198 O - 86 - 2

(1) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications:

(2) substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals: and

(3) the other Contracting Party is maintaining and administering safety and security standards as set forth in Article 6(B).

ARTICLE 4

REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

Each Contracting Party shall have the right to revoke or suspend the operating or technical permissions referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permissions, in the event that:

(1) that Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party;

(2) such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(3) that other Contracting Party is not maintaining and administering safety and security standards as set forth in Article 6(B).

ARTICLE 5

APPLICATION OF LAWS

A. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

B. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, cargo or mail of aircraft, including regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

ARTICLE 6

SAFETY

A. Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

B. The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airline or airlines which are maintained and administered by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to said Convention, and the other Contracting Party will take appropriate corrective action. Each Contracting Party reserves the right to withhold or revoke the technical permission referred to in Articles 3 and 4 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

ARTICLE 7

AVIATION SECURITY

The Contracting Parties reaffirm their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation. The Contracting Parties agree to provide maximum aid to each other with a view to preventing hijackings and sabotage to aircraft, airports and air navigation facilities and threats to aviation security. They reaffirm their commitments under and shall have regard to the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970,[2] and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.[3] The Contracting Parties shall also have regard to applicable aviation security provisions established by the International Civil Aviation Organization. When incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating communications intended to terminate such incidents rapidly and safely. Each Contracting Party shall give sympathetic consideration to any request from the other for special security measures for its aircraft or passengers to meet a particular threat.

ARTICLE 8

USER CHARGES

Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

ARTICLE 9

CUSTOMS DUTIES

A. Each Contracting Party shall exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation

[1] TIAS 6768; 20 UST 2941.
[2] TIAS 7192; 22 UST 1641.
[3] TIAS 7570; 24 UST 564.

or servicing of aircraft of the airlines of such other Contracting Party engaged in international air service. The exemptions provided under this paragraph shall apply to items:

(1) introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party;

(2) retained on aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or

(3) taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and intended for use in international air service; whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

B. The exemptions provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph A, provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

ARTICLE 10

FAIR COMPETITION

There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate international air services in accordance with the provisions of this Agreement.

ARTICLE 11

PRICING

A. Each Party shall allow the prices subject to this Agreement to be established by each airline based upon commercial considerations in the marketplace, and intervention by the Parties shall be limited to (1) prevention of predatory or discriminatory prices or practices, (2) protection of consumers from prices that are unduly high or restrictive due to the abuse of monopoly power; and (3) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

B. Each Party may require notification or filing with its aeronautical authorities of prices proposed to be charged by airlines of the other Party to or from its territory. A Party requiring such notification or filing of prices shall not discriminate among the airlines of either Party or with respect to airlines of third countries. Such notification or filing may be required of airlines of either Party no more than forty-five (45) days before the proposed date of effectiveness in the case of passenger prices, and no more than sixty (60) days before the proposed date of effectiveness in the case of cargo prices. Each Party shall permit notifications or filings on shorter notice than set forth above when necessary to enable designated airlines to respond on a timely basis to competitive offerings. Neither Party shall require the notification of filing by airlines of the other Party of prices charged by charterers to the public for traffic originating in the territory of that other Party.

C. If either Party believes that a price proposed or charged by an airline of the other Party for the carriage of international traffic between the United States and Fiji, including traffic carried on an interline or intraline basis via intermediate points, is inconsistent with the considerations set forth in paragraph (A) of this Article, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible. In the case of a proposed price, such notice of dissatisfaction shall be given to the other Party within thirty (30) days of receiving notification or filing of the price. Either Party may then request consultations which shall be held as soon as possible, and in no event later than sixty (60) days from receipt of the request. The Parties shall cooperate in securing information necessary for reasoned resolution of pricing consultations.

D. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, based on the considerations set forth in paragraph (A) of this Article, each Party shall exercise its best efforts to put such agreement into effect.

E. In the event that,

(1) in the case of a proposed price, consultations are not requested or an agreement is not reached as a result of consultations; or

(2) in the case of a price already being charged when notice of dissatisfaction is given, consultations are not requested within thirty (30) days of receipt of the notice or an agreement is not reached as a result of consultations within sixty (60) days of receipt of the notice, either Party may take action to prevent the inauguration or continuation of the price for which a notice of dissatisfaction was given, but only with respect to traffic where the first point on the itinerary (as evidenced by the document authorizing transportation by air) is in its own territory. Neither Party shall take unilateral action to prevent the inauguration

or continuation of any price proposed or charged by an airline of either Party, except as provided in this paragraph.

F. Notwithstanding the filing requirements that either Party may establish, each Party shall allow any airline of either Party to meet on a timely basis, using short-notice filing procedures if necessary, any lower or more competitive price proposed or charged by any airline or charterer for the carriage of international traffic to or from its territory. For the purposes of this Article, the term "meet" includes the right to establish (1) an identical or substantially similar price on a direct, intraline or interline routing, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections or aircraft type, or (2) such price through combination of prices.

G. Neither Party shall prevent an airline of a third country from meeting any price of a designated airline of either Party for carriage of international traffic between the United States and Fiji, provided that the third country allows designated airlines of the first Party to meet any price for carriage of international traffic between the territory of the other Party and that third country. In the event that such reciprocity is not accorded by the third country, neither Party shall take unilateral action to prevent the inauguration or continuation of any price proposed or charged by an airline of a third country between the United States and Fiji, except with respect to traffic where the first point on the itinerary (as evidenced by the document authorizing travel by air) is in its own territory.

ARTICLE 12

COMMERCIAL OPERATIONS

A. Each designated airline shall have the right to establish and maintain representatives in the territory of the other Contracting Party for management, promotional, information, and operational activities.

B. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries.

C. Any price specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

D. Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance and shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements.

ARTICLE 13

CHARTER AIR SERVICES

A. An airline or airlines of a Party designated for charter air services shall be permitted to operate charter air services in accordance with the rules applicable to charter traffic now or hereafter published by the aeronautical authorities of the Party in which the charter traffic originated, or in accordance with waivers of such rules granted for appropriate reasons. When such rules of one Party apply more restrictive terms, conditions, or limitations to one or more, of its designated airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate rules applicable to charter traffic which apply different conditions to different countries, each Party shall apply the most liberal rule to the designated airlines of the other Party.

B. Each Party grants to the other Party the right for the designated airlines of that other Party to uplift and discharge international charter traffic in passengers (and their accompanying baggage) and cargo at any point or points in the territory of the first Party for carriage between such points and any point or points in the territory of the other Party, either directly or with stopover at points outside the territory of either Party or with carriage of stopover or transiting traffic to points beyond the territory of the first Party.

C. Charter traffic:

(1) originating outside the territory of both Parties; or

(2) carried by an airline of one Party, originating in the territory of the other Party, and having a traffic stop beyond the territory of the first Party without an intermediate stopover in the territory of the first Party of at least two consecutive nights:

shall not be covered by this Agreement. However, each Party shall consider applications by designated airlines of the other Party to carry such traffic on the basis of comity and reciprocity.

D. Each Party shall minimize the administrative burdens of filing requirements and procedures on passenger or cargo charterers and designated airlines of the other Party.

E. A designated airline of one Party proposing to carry charter traffic originating in the territory of the other Party shall comply with the applicable rules of that other Party.

F. Neither Party shall require a designated airline of the other Party, in respect of the carriage of charter traffic originating in the territory of that other Party, to submit more than a declaration of conformity with the rules applicable to charter traffic of that other Party or of a waiver of these rules granted by the aeronautical authorities of that other Party.

G. Notwithstanding paragraph (F) above, each Party may require that a designated airline of the other Party provide such advance information with regard to flights as is essential for customs, airport, and air traffic control purposes.

H. Designated airlines shall comply with established procedures in regard to airport slotting and shall provide prior notification of flights or series of flights to the relevant authorities if so required.

I. Neither Party shall require prior approval of flights or notifications of information relating thereto by designated airlines of the other Party, except as provided in paragraphs (E), (F), (G), and (H) above.

ARTICLE 14

CONSULTATIONS

Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.

ARTICLE 15

SETTLEMENT OF DISPUTES

A. Any dispute arising under this Agreement, other than disputes where self-executing mechanisms are provided in Article 11, which is not resolved by a first round of formal consultations, may be referred by agreement of the Contracting Parties for decision to some person or body. If the Contracting Parties do not so agree, the dispute shall, at the request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth below.

B. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(1) within 30 days after the receipt of a request for arbitration, each Contracting Party shall name one arbitrator. Within 60 days after these two arbitrators have been nominated, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(2) if either Contracting Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (1) of this paragraph, either Contracting Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

C. Except as otherwise agreed by the Contracting Parties, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement, and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

D. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

E. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

F. The Contracting Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

G. Each Contracting Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal. In the event that one Contracting Party does not give effect to any decision or award, the other Contracting Party may take such proportionate steps as may be appropriate.

H. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph B(2) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 16

REGISTRATION WITH ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 17

TERMINATION

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of the notice) immediately before the first anniversary of the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the end of this period.

ARTICLE 18

ENTRY INTO FORCE

This Agreement shall enter into force provisionally on the date it is signed by both parties and definitively upon receipt by the Government of the United States of America of notification from the Government of Fiji that the agreement has been approved in accordance with the constitutional procedures of Fiji.[1]

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present agreement.

Done in duplicate at Suva, Fiji in the English language, this 1st of October 1979

For the Government of the United States of America:

John P. Condon [2]

For the Government of Fiji:

Tomasi Vakatora [3]

[1] Oct. 11, 1979.
[2] John P. Condon.
[3] Tomasi Vakatora.

AIR ROUTE SCHEDULE

The following route schedules were agreed by the respective Parties:

A. For Fiji:

1. An airline or airlines designated by the Government of Fiji shall be entitled to operate international air services on each of the specified routes, in both directions and to make scheduled landings in the United States at the points specified in this paragraph:

a. From Fiji to Honolulu and beyond to a mutually agreed point in the 48 contiguous states (Portland, Oakland, Seattle or Denver) and beyond to a mutually agreed point in Canada.

b. From Fiji via intermediate points in the area of the South Pacific Commission 1/ to Guam and beyond to a mutually agreed to point in Japan (excluding Tokyo, Osaka, Nagoya and Okinawa).

c. From Fiji via intermediate points in the area of the South Pacific Commission 1/ to Pago Pago and beyond via points in the area of the South Pacific Commission 1/ to Tahiti.

2. Points on any of the specified routes may, at the option of each designated airline, be omitted on any or all flights.

B. For the United States:

1. An airline or airlines designated by the Government of the United States shall be entitled to operate international air services on the specified route, in both directions, and to make scheduled landings in Fiji: 2/

a. From points in the United States via intermediate points to Fiji and beyond to Auckland, New Zealand; Sydney and Melbourne, Australia; Papua New Guinea and Indonesia.

b. Points on any of the specified routes may, at the option of each designated airline, be omitted on any or all flights.

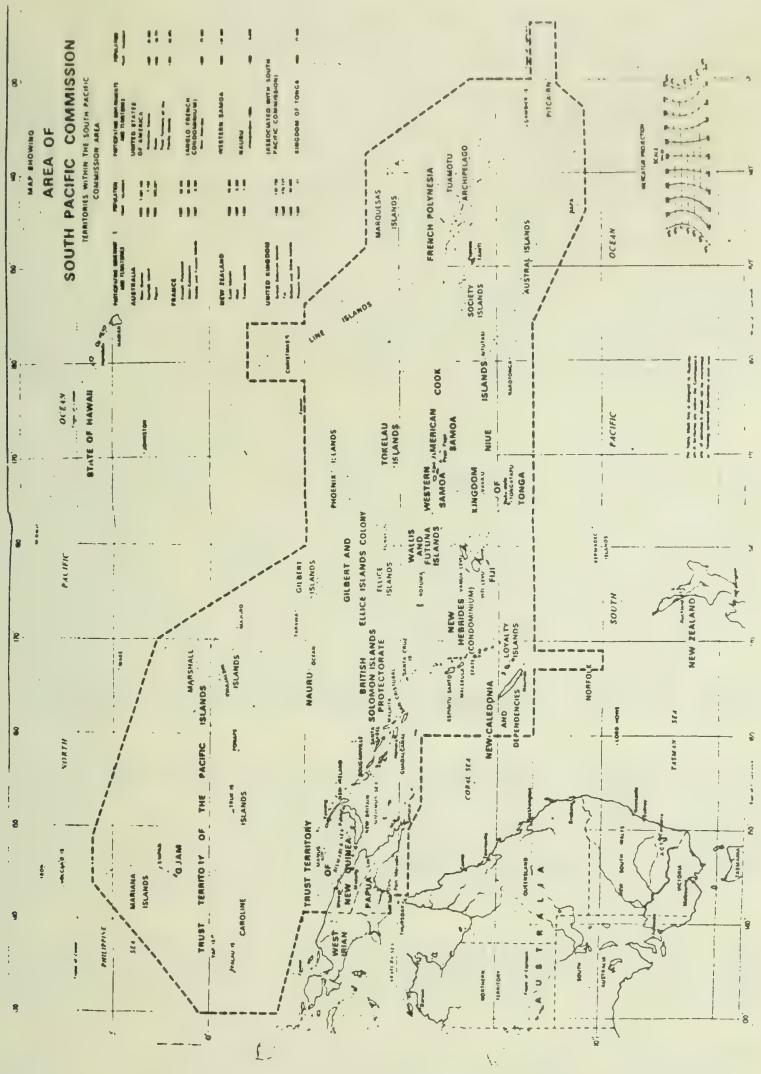
1/ See attached Map for authorized area.

2/ Nadi International Airport [Footnotes in the original.]

John P. Condon
American Ambassador

T. R. Vakatora
Minister for Tourism, Transport and Civil Aviation

Suva, Fiji


MAP SHOWING
AREA OF
SOUTH PACIFIC COMMISSION
TERRITORIES WITHIN THE SOUTH PACIFIC COMMISSION AREA
PACIFIC OCEAN
STATE OF HAWAII
PHILIPPINE SEA
TRUST TERRITORY OF THE PACIFIC ISLANDS
MARIANA ISLANDS
GUAM
CAROLINE ISLANDS
MARSHALL ISLANDS
NAURU
GILBERT ISLANDS
LINE ISLANDS
PHOENIX ISLANDS
GILBERT AND ELLICE ISLANDS COLONY
TOKELAU ISLANDS
MANUAE ISLANDS
FRENCH POLYNESIA
TUAMOTU ARCHIPELAGO
SOCIETY ISLANDS
AUSTRAL ISLANDS
WESTERN SAMOA
AMERICAN SAMOA
COOK ISLANDS
NIUE
KINGDOM OF TONGA
WALLIS AND FUTUNA ISLANDS
BRITISH SOLOMON ISLANDS PROTECTORATE
NEW HEBRIDES CONDOMINIUM
FIJI
NEW CALEDONIA AND DEPENDENCIES
LOYALTY ISLANDS
NORFOLK
TASMAN SEA
CORAL SEA
NEW ZEALAND
SOUTH PACIFIC OCEAN
AUSTRALIA

MEXICO

Boundary Waters: Sanitation Problems—New River

Minute no. 264 of the International Boundary and Water Commission, United States and Mexico
Signed at Ciudad Juarez August 26, 1980;
Entered into force December 4, 1980.

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

MINUTE NO. 264

Ciudad Juarez, Chihuahua
August 26, 1980

RECOMMENDATIONS FOR SOLUTION OF THE
NEW RIVER BORDER SANITATION PROBLEM
AT CALEXICO, CALIFORNIA - MEXICALI, BAJA CALIFORNIA NORTE

The Commission met in the offices of the Mexican Section in Ciudad Juarez, Chihuahua at 11:00 a.m. on August 26, 1980, to review studies made and to formulate recommendations for solution of the New River border sanitation problem at Calexico, California - Mexicali, Baja California Norte.

The Commission referred to President Carter's and President Lopez Portillo's joint statement released following their meeting on September 28-29, 1979,[1] with special reference to the part which reads, "The Presidents recalled that last February they had instructed the International Boundary and Water Commission to recommend measures that might be adopted within the context of existing agreements to achieve further progress towards a permanent solution to border sanitation problems. The Presidents reviewed the recommendations submitted by the Commission and found them satisfactory as a basic agreement for solution of border sanitation problems. The Presidents asked the Commission to proceed as soon as possible to conclude the supplementary recommendations for completion of the works required to provide the good quality water which they had recognized in February to be so important for the health and well-being of the citizens of both countries living and traveling in the border area."

The Commission also referred to recommendation No. 4 of Minute No. 261[2] which provides: "That for each of the border sanitation problems, the Commission prepare a Minute for the approval of the two Governments, in which there would be included, identification of the problem, definition of conditions which require solution, specific quality standards that should be applied, the course of action that should be followed for its solution, and the specific time schedule for its implementation."

The Commission having studied each one of the existing border sanitation problems, agreed that the New River problem is the most urgent and should be the first to be resolved for the benefit of the health and well-being of the citizens of both countries.

The Commissioners noted that all of the waste waters from the rapidly growing city of Mexicali, including among these treated and untreated domestic waste waters as well as industrial waste waters, are discharged into the New River, which crosses the boundary from Mexico to the United States at Mexicali, B.C.N. and Calexico, California and flows northward to discharge into the Salton Sea. They studied the recent records of analyses of samples of the New River waters at the international boundary which attest to the serious threat that the waters of the New River pose to the health and well-being of the inhabitants on both sides of the border and which impair the beneficial uses of these waters.

---

[1] *Department of State Bulletin,* Nov., 1979, p. 57.
[2] Signed Sept. 24, 1979. TIAS 9658; 31 UST 5099.

[Footnotes added by the Department of State.]

The Commission referred to the joint engineering meeting held in the offices of the Mexican Section in Cd. Juarez, Chihuahua on May 30, 1980, in which, in addition to the Commissioners and Engineers of the two Sections, the following Technical Advisors participated:

For the United States Section: Engineer Clyde B. Eller, Director, Enforcement Division, Regional Office, San Francisco, California and Engineer Eloy R. Lozano, Assistant to the Regional Administrator, Dallas, Texas, both of the Environmental Protection Agency, and Consulting Engineer Dennis A. O'Leary of San Diego, California.

For the Mexican Section: Engineer Ignacio Villela Beltran, Subdirector for Potable Water and Sewerage Projects, Secretariat for Human Settlements and Public Works; Engineer Mario Solano Gonzalez, Director General for Sanitation of Waters, Sub-Secretariat for Environment Improvement, Secretariat of Health and Assistance; Engineer Jose Luis Calderon B., Subdirector for Engineering, and Engineer Francisco Bahamonde Torres, both of the General Directorate for Ecological Order and Protection, Secretariat of Agriculture and Hydraulic Resources; and Consulting Engineers, Dr. Ernesto Espino De la O. and Dr. Hector R. Mendoza of Mexico City, D.F.

The Commission then reviewed the studies made by the Mexican Technical Advisors and their proposals for a solution to the problem, as presented in the joint engineering meeting.

The Commission agreed with the proposal of the Mexican Technical Advisors that the permanent solution to the problem should have as its goal the elimination of domestic and industrial waste waters in the New River at the boundary and that this solution could be achieved through necessary action by Mexico to eliminate the discharge of such waste waters to the New River by construction of the necessary pumping facilities and pipelines to convey them southwestward, away from the border. The Commissioners agreed on the need for providing sufficient capacity in the proposed works and to take the necessary measures for their future expansion to meet the needs of the rapid growth of the city of Mexicali.

The Commission agreed that essential to an effective permanent solution would be the installation of adequate standby equipment for use at times of breakdowns as well as implementation of a comprehensive operation and maintenance program to include preventative maintenance measures.

The Commissioners noted the advice of the Mexican Technical Advisors that the design of the works for the permanent solution could be completed by the end of 1981 and that their construction could be completed in 1983, subject to the Mexican Government's appropriation of the needed funds.

Taking into account that the permanent solution to the New River problem cannot be immediate, the Commission reviewed the understandings resulting from the joint engineering meeting with reference to the water quality standards that could be met in the interim period until a permanent solution is achieved, and to the necessary works to be constructed, operated and maintained to meet those standards. The Commission agreed that the qualitative and quantitative standards for the New River acceptable to both countries in the interim period are as follows:

Qualitative Standards for the New River at the International Boundary-Interim Solution

1. The waters of the river shall be free of untreated domestic and industrial waste waters.

2. The waters shall be free from substances that may be discharged into the river as a result of human activity in concentrations which are toxic or harmful to human, animal or aquatic life or which may significantly impair the beneficial uses of such waters.

3. The waters of the river shall be essentially free from trash, oil, scum, or other floating materials resulting from human activity in amounts sufficient to be injurious, unsightly, or to cause adverse effects on human life, fish, and wildlife. Persistent foaming shall be avoided.

4. The waters of the river shall be free of pesticides in concentrations which could cause harmful effects to human life, fish, and wildlife.

5. The channel of the river shall be free of residual sludge deposits from domestic or industrial wastes.

Quantitative Standards
(Applicable at indicated sampling location)

	Monthly Average Values		
Time For Achievement:	Immediately	Within 3 Months	Within 20 Months
Sampling Location:	1 (New River at Boundary)	2 (Lagoon Discharge Canal)	3 (New River Upstream of Discharge Canal)
Parameters			
BOD_5	—	30 mg/l filtered	30 mg/l unfiltered
COD	—	70 mg/l filtered	100 mg/l unfiltered
pH	6.0 to 9.0	—	—
DO	5.0 mg/l*	—	—
Fecal Coliform Organisms	—	—	30,000 colonies per 100 ml, with no single sample to exceed 60,000 colonies per 100 ml

* Dissolved Oxygen of 5 mg/l considered as an objective for first 20 months and thereafter as a standard.

The Commission agreed to review the water quality standards for the interim period at 12-month intervals from the date of approval of this Minute and to recommend to the two Governments such modifications as appear warranted.

The Commission reviewed the measures proposed by the Technical Advisors of Mexico to achieve compliance with the quality standards in the interim period and the schedule for their completion. The Commission agreed that the major part of the necessary works are now under construction and the necessary actions and schedule to complete them and the remaining parts are as follows:

a. Complete construction of five additional oxidation lagoons at the site of the existing lagoons by September 1980.

b. Dredging of the existing lagoons by the middle of 1981.

c. Complete construction of new aerated oxidation lagoons southeast of Mexicali to treat domestic and industrial waste waters from the industrial area of Mexicali by the end of 1980.

d. Elimination of all remaining discharges to the New River of untreated domestic and industrial waste waters, including those from feed lots, by expanding the collection system as needed as soon as possible and not later than July 1982.

e. Installation of pumping equipment with adequate capacity and related works to include standby units at each of the two existing pumping plants, to guard against discharges of untreated waste waters to the New River, as soon as possible and not later than June 1981.

The Commission agreed that to prevent the discharge of untreated waste waters into the New River, it is essential for the interim solution that in addition to the installation of standby pumping equipment, there be adopted and implemented a comprehensive preventative maintenance program that includes availability of necessary spare parts.

The Commission then studied the joint program of monitoring that the two Sections put into practice to establish a record to enable review and evaluation of the results of the operation and maintenance of the works constructed for the interim and permanent solutions.

For the interim period, samples should be taken and analyzed in the following manner:

Parameters	Location and Frequency of Sampling For Interim Period		
	New River at Boundary	Discharge Canal from Lagoons	New River Upstream of Discharge Canal
BOD_5	--	Monthly grab sample	Monthly 12-hour composite sample*
COD	--	Monthly grab sample	Monthly 12-hour composite sample*
pH	Weekly grab sample	--	--
DO	Daily grab sample	--	--
Fecal Coliform Organisms	--	--	Weekly grab sample

* Twelve consecutive hourly samples once a month (24-hour composite to be taken as needed to establish correlation with 12-hour composite).

It was agreed that for the permanent solution, samples should be taken of the New River waters at the international boundary monthly or more frequently if necessary, and these should be analyzed for BOD_5, COD, pH, DO, and fecal coliform organisms.

The Commission adopted the following recommendations for the approval of the two Governments:

1. That the studies and plans now being prepared by the competent Mexican authorities for the permanent and definitive solution of the border sanitation problem of the New River at Calexico-Mexicali, with the goal of elimination of domestic and industrial waste water discharges in the New River at the international boundary, proceed as promptly as possible and that the results of these studies and plans be presented to the Commission by late 1981 for its consideration and approval, together with the corresponding schedules for carrying out the works found to be necessary.

2. That for the interim period before implementation of the permanent solution, water quality standards be adopted as specified in this Minute and the works required to achieve compliance with those standards, as proposed by the Technical Advisors and described hereinabove, be constructed as soon as possible and not later than the dates stated hereinabove.

3. That the works for the interim solution as well as the permanent solution be operated and maintained by Mexico with adequate standby facilities and through implementation of a comprehensive preventative maintenance program to prevent breakdowns which could

result in the discharge of untreated domestic or industrial waste waters into the New River.

4. That the water quality standards for the interim solution be reviewed by the Commission at 12-month intervals from the date of this Minute and that the Commission recommend to the two Governments modifications as it considers warranted.

5. That the results of the operation and maintenance of the works during the interim period and of the permanent works, be monitored as proposed hereinabove, and the records be reviewed by the Commission to verify compliance with the water quality standards during the interim period and the permanent solution goal of eliminating domestic and industrial waste water discharges at the boundary.

6. That the Commission supervise the construction, operation and maintenance of the works required for the interim period as well as for the permanent solution in accordance with Articles 2 and 24 of the 1944 Water Treaty[1] and that the Mexican Section have jurisdiction over the works undertaken for this purpose in its country, including their construction, operation and maintenance, in conformance with Article 24 of the 1944 Water Treaty and with recommendation No. 7 of Minute No. 261 of September 24, 1979, approved by the two Governments.

7. That this Minute requires the specific approval of the two Governments.[2]

The meeting was adjourned.

J. F. Friedkin
Commissioner for the United States

Joaquín Bustamante R.
Commissioner for Mexico

M. R. Ybarra
Secretary for the United States Section

Lorenzo Padilla, S.P.
Secretary for the Mexican Section

[1] TS 994; 59 Stat. 1222.
[2] Dec. 4, 1980.

[Footnotes added by the Department of State.]

COMISION INTERNACIONAL DE LIMITES Y AGUAS
ENTRE MEXICO Y LOS ESTADOS UNIDOS

Ciudad Juárez, Chih.,
a 26 de agosto de 1980.

ACTA NUM. 264.

RECOMENDACIONES PARA LA SOLUCION DEL PROBLEMA FRONTERIZO
DE SANEAMIENTO DEL RIO NUEVO
EN MEXICALI, BAJA CALIFORNIA-CALEXICO, CALIFORNIA.

La Comisión se reunió en las oficinas de la Sección Mexicana en Ciudad Juárez, Chihuahua a las 11:00 horas del día 26 de agosto de 1980, para revisar los estudios efectuados y para formular recomendaciones para la resolución del problema fronterizo de saneamiento del Río Nuevo en Mexicali, Baja California-Calexico, California.

La Comisión se refirió a la declaración conjunta del Presidente López Portillo y del Presidente Carter dada a conocer después de su reunión del 28 y 29 de septiembre de 1979, haciendo referencia especial a aquella parte que dice "Los Presidentes recordaron que en febrero último habían girado instrucciones a la Comisión Internacional de Límites y Aguas para que recomendara medidas que pudieran adoptarse, dentro del contexto de acuerdos existentes, para lograr mayor progreso hacia una solución permanente de los problemas sanitarios fronterizos. Los Presidentes examinaron las recomendaciones sometidas por la Comisión y las encontraron satisfactorias en tanto constituyen un acuerdo básico para este propósito. Solicitaron de la Comisión que proceda, a la brevedad posible, a formular las recomendaciones adicionales necesarias para acabar las obras requeridas para proveer agua de buena calidad, objetivo que reconocieron en febrero último como de gran importancia para la salud y bienestar de los ciudadanos de ambos países que viven y viajan en la zona fronteriza".

La Comisión se refirió también a la recomendación Núm. 4 del Acta Núm. 261 que estipula que: "Para cada uno de los problemas fronterizos de saneamiento, la Comisión formule una Acta, para la aprobación de los dos Gobiernos, en la cual se incluya la identificación del problema, la definición de las condiciones que requieran solución, las normas de calidad específicas que deberán aplicarse, el curso de acción que se deberá seguir para su solución, y el programa específico para su desarrollo".

La Comisión, habiendo estudiado cada uno de los problemas fronterizos de saneamiento existentes, acordó que el problema del Río Nuevo es el más urgente y deberá ser el primero a resolverse en beneficio de la salud y el bienestar de los ciudadanos de ambos países.

Los Comisionados tomaron nota de que todas las aguas residuales de la

ciudad de Mexicali, de muy rápido crecimiento, incluyendo entre ellas desagües domésticos tratados y no tratados así como desagües industriales, se descargan al Río Nuevo que cruza la línea divisoria de México hacia los Estados Unidos en Mexicali, Baja California y Calexico, California y fluye hacia el norte hasta desembocar en el Mar del Saltón. Estudiaron los registros recientes de los análisis de muestras de las aguas del Río Nuevo en la línea divisoria internacional, que dan testimonio de la seria amenaza que las aguas del Río Nuevo presentan a la salud y el bienestar de los habitantes de ambos lados de la frontera y que impiden el uso benéfico de esas aguas.

La Comisión se refirió a la reunión conjunta de ingeniería efectuada en las oficinas de la Sección Mexicana en Ciudad Juárez, Chihuahua el día 30 de mayo de 1980 en la cual participaron, además de los Comisionados e Ingenieros de las dos Secciones, sus respectivos Asesores Técnicos como sigue:

Por la Sección Mexicana:

Ing. Ignacio Villela Beltrán, Subdirector de Proyectos de Agua Potable y Alcantarillado de la Secretaría de Asentamientos Humanos y Obras Públicas; Ing. Mario Solano González, Director General de Saneamiento del Agua de la Subsecretaría de Mejoramiento del Ambiente de la Secretaría de Salubridad y Asistencia; Ing. José Luis Calderón B., Subdirector de Ingeniería e Ing. Francisco Bahamonde Torres de la Dirección General de Ordenación y Protección Ecológica de la Secretaría de Agricultura y Recursos Hidráulicos; y los Ingenieros Consultores Doctores Ernesto Espino de la O. y Héctor R. Mendoza de México, D. F.

Por la Sección de los Estados Unidos:

Ing. Clyde B. Eller Director de la División de Ejecución de la Oficina Regional en San Francisco, California y el Ing. Eloy R. Lozano Asistente del Administrador Regional en Dallas, Texas, ambos de la Agencia de Protección Ambiental y el Ingeniero Consultor Dennis A. O'Leary de San Diego, California.

Enseguida la Comisión revisó los estudios hechos por los Asesores Técnicos Mexicanos y sus proposiciones para la solución del problema, tales como fueron presentados en la citada reunión conjunta de ingeniería.

La Comisión estuvo de acuerdo con la proposición de los Asesores Técnicos Mexicanos de que la solución permanente del problema tuviera como meta la eliminación de las descargas de aguas residuales domésticas e industriales en el Río Nuevo en la línea divisoria y que esta solución podría llevarse a cabo mediante la acción necesaria por parte de México para eliminar las descargas de dichas aguas residuales al Río Nuevo por la construcción de las instalaciones de bombeo y tuberías necesarias para conducirlas hacia el Suroeste, lejos de la frontera. Los Comisionados estuvieron de acuerdo en la necesidad de proveer suficiente capacidad en las obras propuestas y de tomar las medidas necesarias para su futura expansión para hacer frente al crecimiento rápido de la ciudad de Mexicali.

La Comisión estuvo de acuerdo en que sería esencial para una solución permanente efectiva la instalación de equipo adecuado de reserva para su uso en ocasiones de averías, así como la puesta en práctica de un programa comprensivo de operación y mantenimiento que incluyan medidas de mantenimiento preventivo.

Los Comisionados tomaron nota de la información de los Asesores Técnicos Mexicanos en el sentido de que el diseño de las obras requeridas para la solución permanente podría estar terminado a fines de 1981 y de que su construcción podría terminarse en 1983, sujeta a que el Gobierno de México disponga los fondos necesarios.

Tomando en cuenta que la solución permanente del problema del Río Nuevo no puede ser inmediata, la Comisión revisó los acuerdos resultantes de la reunión conjunta de ingeniería con referencia a las normas de calidad del agua que podrían satisfacerse en el período intermedio mientras se logra la solución permanente y de las obras que será necesario construir, operar y mantener para lograr dichas normas. La Comisión estuvo de acuerdo en que las normas cualitativas y cuantitativas para el Río Nuevo aceptables para ambos países en el período intermedio son las siguientes:

NORMAS CUALITATIVAS PARA EL RIO NUEVO EN LA LINEA DIVISORIA INTERNACIONAL

SOLUCION INTERMEDIA

1.- Las aguas del río deberán estar libres de aguas residuales domésticas e industriales no tratadas.

2.- Las aguas deberán estar libres de substancias que puedan ser descargadas al río como resultado de actividad humana en concentraciones tóxicas o dañinas a la vida humana, animal o acuática o que puedan impedir significativamente los usos benéficos de dichas aguas.

3.- Las aguas del río deberán ser esencialmente libres de basuras, aceites, natas u otros materiales flotantes resultantes de actividad humana en cantidades suficientes para ser perjudiciales, presentar aspectos desagradables o causar efectos adversos a la vida humana, a peces y a la fauna silvestre. Deberá evitarse la existencia de espumas persistentes.

4.- Las aguas del río deberán estar libres de plaguicidas en concentraciones que puedan causar efectos dañinos a la vida humana, a los peces y a la fauna silvestre.

5.- El cauce del río deberá estar libre de depósitos de lodos residuales de desagües domésticos o industriales.

NORMAS CUANTITATIVAS

(Aplicables en el sitio de muestreo indicado)

VALORES MEDIOS MENSUALES

Tiempo para su logro:	Inmediatamente	Dentro de 3 meses	Dentro de 20 meses
Sitio de Muestreo:	1	2	3
	(Río Nuevo en línea divisoria)	(Canal de descarga de las lagunas)	(Río Nuevo aguas arriba del canal de descarga)
Parámetros			
DBO_5	--	30 mg/l filtrada	30 mg/l no filtrada
DQO	--	70 mg/l filtrada	100 mg/l no filtrada
pH	6.0 a 9.0	--	--
OD	5.0 mg/l *	--	--
Organismos fecales coliformes	--	--	30,000 colonias/100 ml. con ninguna muestra que exceda de 60,000 colonias/100 ml.

* Oxígeno Disuelto 5 mg/l considerado como meta para los primeros 20 meses y después como norma.

La Comisión acordó revisar las normas de calidad de agua para el período intermedio a intervalos de 12 meses a partir de la fecha de aprobación de la presente Acta y recomendar a los dos Gobiernos las modificaciones que parezcan convenientes.

La Comisión revisó las medidas propuestas por los Asesores Técnicos de México para lograr el cumplimiento con las normas de calidad durante el período intermedio y el programa para llevarlas a cabo. La Comisión estuvo de acuerdo en que la mayor parte de las obras necesarias están actualmente en construcción y en que las acciones necesarias y el programa para terminar éstas y las faltantes son las siguientes:

a) Terminación de la construcción de cinco lagunas de oxidación

adicionales en el sitio de las lagunas existentes para septiembre de 1980.

b) Dragado de las lagunas existentes, para mediados de 1981.

c) Terminación de la construcción de nuevas lagunas aereadas de oxidación al Sureste de Mexicali para tratar aguas residuales domésticas e industriales de la zona industrial de Mexicali, para fines de 1980.

d) La eliminación de todas las descargas subsistentes al Río Nuevo de aguas residuales domésticas e industriales no tratadas, incluyendo aquellas que provengan de establos, mediante la expansión del sistema de recolección, según se necesite, tan pronto como sea posible y no a más tardar que julio de 1982.

e) Instalación de equipo de bombeo de capacidad adecuada y de obras accesorias, incluyendo unidades de reserva, en cada una de las dos plantas de bombeo existentes, para prevenir la descarga de aguas residuales no tratadas al Río Nuevo, a la brevedad posible y no a más tardar que junio de 1981.

La Comisión estuvo de acuerdo en que para evitar la descarga de aguas residuales no tratadas al Río Nuevo para la solución intermedia es esencial, adicionalmente a la instalación de equipo de bombeo de reserva, que se adopte y se ponga en práctica un programa comprensivo de mantenimiento preventivo que abarque la existencia de las piezas de repuesto necesarias.

Enseguida la Comisión estudió el programa conjunto de vigilancia que deberán poner en práctica las dos Secciones para establecer un registro que permita la revisión y evaluación de los resultados de la operación y mantenimiento de las obras construidas para las soluciones intermedia y permanente.

Para el período intermedio las muestras deberán tomarse y analizarse de la manera siguiente:

SITIOS Y FRECUENCIA DE MUESTREO PARA EL PERIODO INTERMEDIO

Parámetros	Río Nuevo en línea divisoria	Canal de descarga de las lagunas	Río Nuevo aguas arriba del canal de descarga
DBO_5	- -	Muestra individual mensual	Muestra mensual compuesta de 12 horas *
DQO	- -	Muestra individual mensual	Muestra mensual compuesta de 12 horas *
pH	Muestra individual semanaria	- -	- -
OD	Muestra individual diaria	- -	- -
Organismos Coliformes Fecales			Muestra individual semanaria

*Doce muestras horarias consecutivas una vez al mes (se tomarán muestras compuestas de 24 horas según sea necesario para establecer correlación con muestra compuesta de 12 horas).

Se acordó que, para la solución permanente deberán tomarse muestras de las aguas del Río Nuevo en la línea divisoria internacional mensualmente o con mayor frecuencia si se considera necesario, las cuales deberán ser analizadas para la determinación de DBO_5, DQO, pH, OD y organismos coliformes fecales.

La Comisión adoptó las siguientes recomendaciones para la aprobación de los dos Gobiernos:

1.- Que se proceda con la mayor celeridad con los estudios y planes que actualmente preparan las autoridades competentes de México para la solución permanente y definitiva del problema fronterizo de saneamiento del Río Nuevo en Mexicali-Calexico, con la meta de la eliminación de las descargas de aguas residuales domésticas e industriales en el Río Nuevo en la línea divisoria internacional y que el resultado de dichos estudios y planes, con el co-

rrespondiente programa para llevar a cabo las obras que resulten necesarias sea presentado a la Comisión a fines de 1981, para su consideración y aprobación.

2.- Que para el período intermedio anterior a la puesta en práctica de la solución permanente se adopten las normas de calidad del agua especificadas en la presente Acta y que las obras requeridas para el logro del cumplimiento de dichas normas, según las han propuesto los Asesores Técnicos y que aquí se describen, sean ejecutadas a la brevedad posible y no más tarde que las fechas aquí mencionadas.

3.- Que las obras tanto para la solución intermedia como para la solución permanente sean operadas y conservadas por México con instalaciones adecuadas de reserva y mediante la puesta en práctica de un programa comprensivo de mantenimiento preventivo para evitar averías que pudieran resultar en la descarga de aguas residuales domésticas o industriales no tratadas al Río Nuevo.

4.- Que las normas de calidad de agua para la solución intermedia sean revisadas por la Comisión a intervalos de 12 meses a partir de la fecha de esta Acta y que la Comisión recomiende a los dos Gobiernos las modificaciones que estime convenientes.

5.- Que los resultados de la operación y mantenimiento de las obras en el período intermedio y de las obras permanentes sean vigilados como aquí se propone y que los registros sean revisados por la Comisión para verificar el cumplimiento con las normas de calidad de agua durante el período intermedio y con la meta de eliminación de descargas de aguas residuales domésticas e industriales en la línea divisoria como solución permanente.

6.- Que la Comisión supervise la construcción, la operación y el mantenimiento de las obras requeridas tanto para la solución intermedia como para la solución permanente de acuerdo con los Artículos 2 y 24 del Tratado de Aguas de 1944 y que la Sección Mexicana tenga jurisdicción sobre las obras emprendidas para ello en su país, incluyendo su construcción, operación y mantenimiento, de conformidad con el Artículo 24 del Tratado de Aguas de 1944 y con la recomendación Núm. 7 del Acta Núm. 261 del 24 de septiembre de 1979, aprobada por los dos Gobiernos.

7.- Que esta Acta requiere la aprobación específica de los dos Gobiernos.

Se levantó la Sesión.

Comisionado de México

Comisionado de los Estados Unidos

Secretario de la Sección Mexicana

Secretario de la Sección de los Estados Unidos

MULTILATERAL

Inter-American Institute for Cooperation on Agriculture

Convention opened for signature at Washington March 6, 1979;
Transmitted by the President of the United States of America to the Senate November 14, 1979 (S. Ex. HH, 96th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations August 5, 1980 (S. Ex. Rep. No. 96–48, 96th Cong., 2d Sess.);
Advice and consent to ratification by the Senate September 17, 1980;
Ratified by the President October 10, 1980;
Ratification of the United States of America deposited with the General Secretariat of the Organization of American States October 23, 1980;
Proclaimed by the President February 24, 1981;
Entered into force December 8, 1980.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention on the Inter-American Institute for Cooperation on Agriculture was signed at Washington on behalf of the United States of America on March 6, 1979, a certified copy of which Convention is hereto annexed;

The Senate of the United States of America by its resolution of September 17, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Convention;

The President of the United States of America ratified the Convention on October 10, 1980, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification on October 23, 1980, in accordance with the provisions of Article 34 of the Convention;

The Convention entered into force for the United States of America on December 8, 1980;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention to the end that it be observed and fulfilled with good faith on and after December 8, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fourth day of February in the year of our Lord one thousand nine hundred
[SEAL] eighty-one and of the Independence of the United States of America the two hundred fifth.

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR
Secretary of State

CONVENCION SOBRE EL INSTITUTO INTERAMERICANO DE COOPERACION PARA LA AGRICULTURA

Abierta a la firma en la Secretaría General de la
Organización de los Estados Americanos
el 6 de marzo de 1979

CONVENTION ON THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE

Opened for signature at the General Secretariat of
the Organization of American States
on March 6, 1979

CONVENÇÃO SOBRE O INSTITUTO INTERAMERICANO DE COOPERAÇÃO PARA A AGRICULTURA

Aberta a assinatura na Secretaria-Geral da
Organização dos Estados Americanos
em 6 de março de 1979

CONVENTION SUR L'INSTITUT INTERAMERICAIN DE COOPERATION POUR L'AGRICULTURE

Ouverte à la signature au Secrétariat général de
l'Organisation des Etats Américains
le 6 mars 1979

SECRETARIA GENERAL
ORGANIZACION DE LOS ESTADOS AMERICANOS
WASHINGTON, D.C.
1979

19-198 O - 86 - 3

CONVENCION SOBRE EL INSTITUTO INTERAMERICANO
DE COOPERACION PARA LA AGRICULTURA [1]

Abierta a la firma en la Secretaría General de la
Organización de los Estados Americanos
el 6 de marzo de 1979

Los Estados Americanos, Miembros del Instituto Interamericano de Ciencias Agrícolas,

Animados del propósito de fortalecer y ampliar la acción del Instituto Interamericano de Ciencias Agrícolas como organismo especializado en agricultura, Instituto que fue establecido en cumplimiento de la Resolución aprobada por el Octavo Congreso Científico Americano, en Washington, D.C., en 1940, según los términos de la Convención abierta a la firma de las Repúblicas Americanas, en la Unión Panamericana, el 15 de enero de 1944,

HAN CONVENIDO

en la siguiente:

[1] For the English language text, see pp. 3800-3807.

CONVENCION SOBRE EL
INSTITUTO INTERAMERICANO DE COOPERACION PARA LA AGRICULTURA

CAPITULO I

DE LA NATURALEZA Y LOS PROPOSITOS

Artículo 1. El Instituto Interamericano de Ciencias Agrícolas, establecido por la Convención abierta a la firma de las Repúblicas Americanas el 15 de enero de 1944, se denominará "Instituto Interamericano de Cooperación para la Agricultura" (en adelante el Instituto), y se regirá de conformidad con la presente Convención.

Artículo 2. El Instituto será de ámbito interamericano, con personalidad jurídica internacional, y especializado en agricultura.

Artículo 3. Los fines del Instituto son estimular, promover y apoyar los esfuerzos de los Estados Miembros para lograr su desarrollo agrícola y el bienestar rural.

Artículo 4. Para alcanzar sus fines el Instituto tendrá las siguientes funciones:

a. Promover el fortalecimiento de las instituciones nacionales de enseñanza, investigación y desarrollo rural, para impulsar el avance y la difusión de la ciencia y la tecnología aplicadas al progreso rural;

b. Formular y ejecutar planes, programas, proyectos y actividades de acuerdo con los requerimientos de los gobiernos de los Estados Miembros, para contribuir al logro de los objetivos de sus políticas y programas de desarrollo agrícola y bienestar rural;

c. Establecer y mantener relaciones de cooperación y de coordinación con la Organización de los Estados Americanos y con otros organismos o programas, y con entidades gubernamentales y no gubernamentales que persigan objetivos similares, y

d. Actuar como órgano de consulta, ejecución técnica y administración de programas y proyectos en el sector agrícola, mediante acuerdos con la Organización de los Estados Americanos, o con organismos y entidades nacionales, interamericanos o internacionales.

CAPITULO II

DE LOS MIEMBROS

Artículo 5. Los Estados Miembros del Instituto serán:

a. Los Estados Miembros de la Organización de los Estados Americanos o del Instituto Interamericano de Ciencias Agrícolas que ratifiquen la presente Convención;

b. Los demás Estados Americanos cuya admisión haya sido aprobada por el voto favorable de los dos tercios de los Estados Miembros en la Junta Interamericana de Agricultura, y que adhieran a la presente Convención.

CAPITULO III

DE LOS ORGANOS

Artículo 6. El Instituto tendrá los órganos siguientes:

a. La Junta Interamericana de Agricultura;
b. El Comité Ejecutivo, y
c. La Dirección General.

CAPITULO IV

DE LA JUNTA INTERAMERICANA DE AGRICULTURA

Artículo 7. La Junta Interamericana de Agricultura (en adelante la Junta) es el órgano superior del Instituto y estará integrada por todos los Estados Miembros. El Gobierno de cada Estado Miembro designará un representante, preferentemente vinculado al desarrollo agrícola y rural; asimismo, podrá designar representantes suplentes y asesores.

Artículo 8. La Junta tendrá las atribuciones siguientes:

a. Adoptar medidas relativas a la política y la acción del Instituto, teniendo en cuenta las propuestas de los Estados Miembros y las recomendaciones de la Asamblea General y de los Consejos de la Organización de los Estados Americanos;

b. Aprobar el programa-presupuesto bienal y fijar las cuotas anuales de los Estados Miembros, con el voto favorable de los dos tercios de sus miembros;

c. Servir de foro para el intercambio de ideas, informaciones y experiencias relacionadas con el mejoramiento de la agricultura y de la vida rural;

d. Decidir sobre la admisión de Estados Miembros de conformidad con el artículo 5, inciso (b);

e. Elegir los Estados Miembros que han de integrar el Comité Ejecutivo, según criterios de rotación parcial y de equitativa distribución geográfica;

f. Elegir al Director General y fijar su remuneración; proceder a su remoción con el voto de los dos tercios de los Estados Miembros cuando lo exija el buen funcionamiento del Instituto;

g. Considerar los informes del Comité Ejecutivo y del Director General;

h. Promover la cooperación del Instituto con las organizaciones, organismos y entidades que persigan propósitos análogos; e

i. Aprobar su reglamento y el temario de sus reuniones, y los reglamentos del Comité Ejecutivo y de la Dirección General.

Artículo 9. La Junta se reunirá ordinariamente cada dos años en la época que determine su reglamento y en sede seleccionada conforme al principio de rotación.

En cada reunión ordinaria se determinará, de acuerdo con el reglamento, la fecha y la sede de la siguiente reunión ordinaria. Si no hubiere ofrecimiento de sede o la reunión ordinaria no pudiere celebrarse en la sede escogida, se reunirá en la sede del Instituto. No obstante, si alguno de los Estados Miembros ofreciere oportunamente sede en su territorio, el Comité Ejecutivo, si estuviere reunido o fuere consultado por correspondencia, podrá acordar, por el voto de la mayoría de sus miembros, que la reunión de la Junta se celebre en tal sede.

Artículo 10. En circunstancias especiales y a solicitud de uno o más Estados Miembros o del Comité Ejecutivo, la Junta podrá celebrar reuniones extraordinarias, cuyas convocaciones requerirán el voto afirmativo de los dos tercios de los Estados Miembros del Instituto. De no estar reunida la Junta, el Director General consultará por correspondencia a los Estados Miembros sobre tal solicitud y procederá a convocar la Junta si por lo menos las dos terceras partes estuvieren de acuerdo.

Artículo 11. El quórum estará constituido por la presencia de los representantes de la mayoría de los Estados Miembros. Cada Estado tiene derecho a un voto.

Artículo 12. Las decisiones de la Junta se adoptarán por el voto de la mayoría de los representantes presentes, salvo lo dispuesto en el artículo 19, en que se requiere la mayoría de los Estados Miembros, y, también salvo lo dispuesto en los artículos 5,(b); 8,(b) y (f); 10 y 35, en cuyos casos se requiere el voto de los dos tercios de los Estados Miembros.

CAPITULO V

DEL COMITE EJECUTIVO

Artículo 13. El Comité Ejecutivo (en adelante el Comité) estará integrado por doce Estados Miembros elegidos de acuerdo con el artículo 8, inciso (e) por un período de dos años. El Gobierno de cada Estado elegido designará un representante, preferentemente vinculado al desarrollo agrícola y rural; podrá también designar representantes suplentes y asesores.

La Junta determinará, por vía reglamentaria, la forma de designación de los Estados Miembros cuyos representantes han de integrar el Comité. El Estado Miembro que haya terminado su mandato no podrá integrar el Comité nuevamente hasta pasado un período de dos años.

Artículo 14. El Comité tendrá las atribuciones siguientes:

a. Cumplir las funciones que le encomiende la Junta;

b. Examinar el proyecto de programa-presupuesto bienal que el Director General somete a la Junta y hacer las observaciones y recomendaciones que crea pertinentes;

c. Autorizar la utilización de recursos del Fondo de Trabajo para fines especiales;

d. Actuar como comisión preparatoria de la Junta;

e. Estudiar y formular comentarios y recomendaciones a la Junta o a la Dirección General sobre asuntos de interés del Instituto;

f. Recomendar a la Junta los proyectos de reglamento que han de regir las reuniones de ésta y del Comité, así como del reglamento de la Dirección General, y

g. Velar por la observancia del reglamento y de las normas de la Dirección General.

Artículo 15. El Comité celebrará una reunión ordinaria anual en la sede del Instituto o en el lugar acordado en la reunión anterior. Podrá reunirse con carácter extraordinario, por iniciativa de cualquier Estado Miembro o a solicitud del Director General, debiendo contar con la aprobación de la mayoría de la Junta, si estuviere reunida, o de los dos tercios del propio Comité, cuyos miembros podrán ser consultados por correspondencia.

Artículo 16. El Instituto sufragará los gastos de viaje de un representante de cada Estado Miembro del Comité para participar en las reuniones ordinarias de éste.

Artículo 17. El quórum estará constituido por la presencia de los representantes de la mayoría de los Estados Miembros del Comité. El Comité adoptará sus decisiones por el voto de la mayoría de sus miembros, salvo lo dispuesto en el artículo 15. Cada miembro tiene derecho a un voto.

CAPITULO VI

DE LA DIRECCION GENERAL

Artículo 18. La Dirección General ejercerá las funciones determinadas por esta Convención y las que le asigne la Junta y, asimismo, cumplirá los encargos que le encomienden la Junta y el Comité.

Artículo 19. La Dirección General estará a cargo del Director General quien será nacional de uno de los Estados Miembros, elegido por la Junta con el voto de la mayoría de los Estados Miembros, para un período de cuatro años. Podrá ser reelegido una sola vez y no podrá ser sucedido por persona de la misma nacionalidad.

Artículo 20. El Director General, bajo la supervisión de la Junta, tendrá la representación legal del Instituto y la responsabilidad de administrar la Dirección General para dar cumplimiento a las funciones y encargos de ésta. Tendrá las siguientes funciones específicas que ejercerá de acuerdo con las normas y los reglamentos del Instituto y las disposiciones presupuestarias correspondientes:

a. Administrar los recursos financieros del Instituto de acuerdo con las decisiones de la Junta;

b. Determinar el número de miembros del personal; reglamentar sus atribuciones, derechos y deberes; fijar sus remuneraciones y, nombrarlos y removerlos, de acuerdo con las normas establecidas por la Junta o el Comité;

c. Preparar el proyecto de Programa-Presupuesto bienal, someterlo al Comité y, con las observaciones y recomendaciones de éste, a la Junta;

d. Presentar a la Junta o al Comité en los años en que aquélla no se reúna, un informe anual sobre las actividades y la situación financiera del Instituto;

e. Desarrollar las relaciones de cooperación y coordinación previstas en el artículo 4, inciso (c), y

f. Participar en las reuniones de la Junta y del Comité con voz pero sin voto.

Artículo 21. Para integrar el personal del Instituto se tendrá en cuenta, en primer término, su eficiencia, competencia y probidad; pero se dará importancia, al propio tiempo, a la necesidad de que el personal internacional sea escogido, en todas las jerarquías, con un criterio de representación geográfica tan amplio como sea posible.

Artículo 22. En el cumplimiento de sus deberes el Director General y el personal del Instituto no solicitarán ni recibirán instrucciones de ningún Gobierno ni de ninguna autoridad ajena al Instituto y se abstendrán de actuar en forma incompatible con su condición de funcionarios de un organismo internacional, responsables únicamente ante el Instituto.

CAPITULO VII

DE LOS RECURSOS FINANCIEROS

Artículo 23. Los Estados Miembros contribuirán al sostenimiento del Instituto mediante cuotas anuales fijadas por la Junta, conforme al sistema de cálculo de cuotas de la Organización de los Estados Americanos.

Artículo 24. El Estado Miembro que esté en mora en el pago de sus cuotas correspondientes a más de dos ejercicios fiscales completos tendrá suspendido su derecho a voto en la Junta y en el Comité. No obstante, la Junta o el Comité podrán permitirle votar si consideran que la falta de pago se debe a circunstancias ajenas a la voluntad de ese Estado.

Artículo 25. El Instituto, ad referéndum del Comité, y por intermedio del Director General, podrá aceptar contribuciones especiales, herencias, legados o donaciones, siempre que los mismos sean compatibles con la naturaleza, los propósitos y las normas del Instituto, como convenientes a sus intereses.

CAPITULO VIII

DE LA CAPACIDAD JURIDICA Y LOS PRIVILEGIOS E INMUNIDADES

Artículo 26. El Instituto gozará en el territorio de cada uno de los Estados Miembros de la capacidad jurídica y de los privilegios e inmunidades necesarios para el ejercicio de sus funciones y la realización de sus propósitos.

Artículo 27. Los Representantes de los Estados Miembros en las reuniones de la Junta y del Comité y el Director General gozarán de los privilegios e inmunidades correspondientes a sus cargos y necesarios para desempeñar sus funciones con independencia.

Artículo 28. La condición jurídica del Instituto y los privilegios e inmunidades que deben otorgarse a él y a su personal serán determinados en un acuerdo multilateral que celebren los Estados Miembros de la Organización de los Estados Americanos o, cuando se estime necesario, en los acuerdos que el Instituto celebre bilateralmente con los Estados Miembros.

Artículo 29. Para realizar sus fines y de conformidad con la legislación vigente en los Estados Miembros, el Instituto podrá celebrar y ejecutar contratos, acuerdos o convenios; poseer fondos, bienes inmuebles, muebles y semovientes, y adquirir, vender, arrendar, mejorar o administrar cualquier bien o propiedad.

CAPITULO IX

DE LA SEDE Y LOS IDIOMAS

Artículo 30. El Instituto tendrá su sede en San José, Costa Rica, y podrá establecer oficinas para fines de cooperación técnica en los Estados Miembros. La oficina central de la Dirección General estará situada en la sede del Instituto.

Artículo 31. Serán idiomas oficiales del Instituto el español, el francés, el inglés y el portugués.

CAPITULO X

DE LA RATIFICACION Y LA VIGENCIA

Artículo 32. La presente Convención queda abierta a la firma de los Estados Miembros de la Organización de los Estados Americanos o del Instituto Interamericano de Ciencias Agrícolas. Cualquier otro Estado Americano podrá adherir a esta Convención de acuerdo con lo dispuesto en su artículo 5, inciso (b).

Artículo 33. La presente Convención está sujeta a la ratificación de los Estados Signatarios de acuerdo con los procedimientos constitucionales respectivos. Tanto la presente Convención como los instrumentos de ratificación serán entregados para su depósito en la Secretaría General de la Organización de los Estados Americanos. La Secretaría General enviará copias certificadas de la presente Convención a los gobiernos de los Estados Signatarios y a la Dirección General del Instituto y les notificará el depósito de cada instrumento de ratificación o adhesión.

Artículo 34. La presente Convención entrará en vigor entre los Estados que la ratifiquen cuando los dos tercios de los Estados Partes en la Convención de 1944 sobre el Instituto Interamericano de Ciencias Agrícolas hayan depositado sus respectivos instrumentos de ratificación. En cuanto a los demás Estados, entrará en vigor en el orden en que depositen sus respectivos instrumentos de ratificación o adhesión.

Artículo 35. Las reformas a la presente Convención serán propuestas a la Junta, y su aprobación requerirá la mayoría de dos tercios de los Estados Miembros. Las reformas aprobadas entrarán en vigor entre los Estados que las ratifiquen cuando los dos tercios de los Estados Miembros hayan depositado sus respectivos instrumentos de ratificación. En cuanto a los demás Estados Miembros, entrarán en vigor en el orden en que éstos depositen sus respectivos instrumentos de ratificación o adhesión.

Artículo 36. La presente Convención tiene carácter permanente y regirá por tiempo indefinido, pero podrá ser denunciada por cualquiera de los Estados Miembros, mediante notificación a la Secretaría General de la Organización de los Estados Americanos. La denuncia surtirá efecto un año después de tal notificación y la Convención dejará de regir para el Estado denunciante; empero, éste deberá cumplir con las obligaciones emanadas de la presente Convención mientras ésta se hallaba en vigencia para dicho Estado.

Artículo 37. La presente Convención, cuyos textos en español, francés, inglés y portugués son igualmente auténticos, será registrada en la Secretaría de las Naciones Unidas, de conformidad con el artículo 102 de la Carta de las Naciones Unidas, por la Secretaría General de la Organización de los Estados Americanos. Esta notificará a la Secretaría de las Naciones Unidas las firmas, ratificaciones, adhesiones, reformas o denuncias de que sea objeto la presente Convención.

CAPITULO XI

DE LAS DISPOSICIONES TRANSITORIAS

Artículo 38. Los derechos y beneficios, así como los privilegios e inmunidades que han sido otorgados al Instituto Interamericano de Ciencias Agrícolas y a s personal se extenderán al Instituto y a su personal. Asimismo, el Instituto será el titular de los haberes y propiedades del Instituto Interamericano de Ciencias Agrícolas y asumirá todas las obligaciones que éste haya contraído.

Artículo 39. La Convención sobre el Instituto Interamericano de Ciencias Agrícolas, abierta a la firma de los Estados Americanos el 15 de enero de 1944, cesará en sus efectos respecto de los Estados entre los cuales la presente Convención entre en vigor, pero éstos quedarán comprometidos al cumplimiento de las obligaciones pendientes que hayan emanado de aquella Convención. La Convención de 1944 quedará vigente para los demás Estados Miembros del Instituto Interamericano de Ciencias Agrícolas hasta que éstos ratifiquen la presente Convención.

EN FE DE LO CUAL, los infrascritos Plenipotenciarios, cuyos Plenos Poderes fueron hallados en buena y debida forma, firman la presente Convención, en español francés, inglés y portugués, en la ciudad de Washington, D.C., Estados Unidos de América, en representación de sus respectivos Estados en las fechas indicadas al lado de sus firmas.

CONVENTION ON THE INTER-AMERICAN INSTITUTE
FOR COOPERATION ON AGRICULTURE

Opened for signature at the General Secretariat of
the Organization of American States
on March 6, 1979

The American States, members of the Inter-American Institute of Agricultural Sciences,

With the intention of strengthening and broadening the action of the Inter-American Institute of Agricultural Sciences as an organization specialized in agriculture, an Institute established in compliance with the pertinent resolution adopted by the Eighth American Scientific Congress, held in Washington, D.C., in 1940, and in accordance with the terms of the Convention opened to signature by the American republics at the Pan American Union on January 15, 1944, [1]

HAVE AGREED

on the following:

[1] TS 987; 58 Stat. 1169.

CONVENTION ON THE
INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE

CHAPTER I

NATURE AND PURPOSES

Article 1. The Inter-American Institute of Agricultural Sciences, established by the Convention opened to signature by the American republics on January 15, 1944, shall be called "The Inter-American Institute for Cooperation on Agriculture" (hereinafter the Institute), and shall be governed by the present Convention.

Article 2. The Institute shall be of inter-American scope, shall have international juridical personality, and shall be specialized in agriculture.

Article 3. The purposes of the Institute are to encourage, promote, and support the efforts of the Member States to achieve their agricultural development and rural welfare.

Article 4. To achieve its purposes, the Institute shall have the following functions:

a. To promote the strengthening of national education, research, and rural development institutions, in order to give impetus to the advancement and the dissemination of science and technology applied to rural progress;

b. To formulate and execute plans, programs, projects, and activities, in accordance with the needs of the governments of the Member States, to contribute to the achievement of the objectives of their agricultural development and rural welfare policies and programs;

c. To establish and maintain relations of cooperation and coordination with the Organization of American States and with other agencies or programs, and with governmental and nongovernmental entities that pursue similar objectives;

d. To act as an organ for consultation, technical execution, and administration of programs and projects in the agricultural sector, through agreements with the Organization of American States, or with national, inter-American, or international agencies and entities.

CHAPTER II

MEMBERS

Article 5. The Member States of the Institute shall be:

a. The Member States of the Organization of American States or of the Inter-American Institute of Agricultural Sciences that ratify this Convention;

b. Other American states whose admission has been accepted by the affirmative vote of two thirds of the Member States on the Inter-American Board of Agriculture, and which accede to the present Convention.

CHAPTER III

THE ORGANS

Article 6. The Institute shall have the following organs:

a. The Inter-American Board of Agriculture;
b. The Executive Committee; and
c. The General Directorate.

CHAPTER IV

THE INTER-AMERICAN BOARD OF AGRICULTURE

Article 7. The Inter-American Board of Agriculture (hereinafter the Board) is the highest organ of the Institute, and shall be composed of all the Member States. The Government of each Member State shall appoint one representative, who shall preferably be connected with agricultural and rural development. Each Government may also appoint alternate representatives and advisers.

Article 8. The Board shall have the following functions:

a. To adopt measures related to the policy and action of the Institute, taking into account the proposals of the Member States and the recommendations of the General Assembly and the Councils of the Organization of American States;

b. To approve the biennial program-budget and to determine the annual quotas of the Member States, by the affirmative vote of two thirds of its members;

c. To serve as a forum for the exchange of ideas, information, and experience related to the improvement of agriculture and rural life;

d. To decide on the admission of Member States, in accordance with Article 5, subparagraph (b);

e. To elect the Member States that will compose the Executive Committee, in accordance with the principles of partial rotation and equitable geographic distribution;

f. To elect the Director General and set his remuneration; to remove him by the vote of two thirds of the Member States, whenever the proper functioning of the Institute so demands;

g. To consider the reports of the Executive Committee and of the Director General;

h. To encourage cooperation between the Institute and other organizations, agencies, and entities that pursue analogous purposes; and

i. To adopt its rules of procedure and the agenda for its meetings, and also the rules of procedure of the Executive Committee and the regulations of the General Directorate.

Article 9. The Board shall meet regularly every two years during the period determined by its rules of procedure and at a place selected in accordance with the principle of rotation. At each regular session the date and place of the next regular session shall be determined, in accordance with the rules of procedure. If no site is offered or the regular session cannot be held at the place chosen, the session shall be held at the headquarters of the Institute. However, if one of the Member States should make a timely offer of a site in its territory, the Executive Committee, whether in session, or acting through consultation of its members by correspondence, may agree, by the vote of a majority of its members, that the session be held at that place.

Article 10. In special circumstances, and at the request of one or more Member States, or of the Executive Committee, the Board may hold special sessions, for the convocation of which approval by the affirmative vote of two thirds of the Member States shall be required. In case the Board is not in session, the Director General shall consult the Member States by correspondence, concerning the request and shall convoke the Board if not less than two thirds of them are in agreement.

Article 11. The presence of the representatives of a majority of the Member States shall constitute a quorum. Each Member State is entitled to one vote.

Article 12. Decisions of the Board shall be taken by the vote of a majority of the representatives present, except as provided in Article 19, in which case the vote of a majority of the Member States is required, and also as provided in Articles 5 (b); 8 (b) and (f); 10; and 35, in which cases the vote of two thirds of the Member States is required.

CHAPTER V

THE EXECUTIVE COMMITTEE

Article 13. The Executive Committee (hereinafter the Committee) shall be composed of twelve Member States elected in accordance with Article 8, subparagraph (e), for a two-year term. The Government of each elected State shall designate one representative, preferably connected with agricultural and rural development; it may also designate alternate representatives and advisers.

The Board shall determine, in its rules of procedure, the manner of designating the Member States whose representatives shall make up the Committee. A Member State that has concluded its term may not resume membership on the Committee before a period of two years has elapsed.

Article 14. The Committee shall have the following functions:

a. To perform the functions that may be assigned to it by the Board;

b. To examine the proposed biennial program-budget that the Director General submits to the Board and to make such observations and recommendations as it deems appropriate;

c. To authorize the use of resources of the Working Capital Fund for special purposes;

d. To act as the preparatory committee of the Board;

e. To study and formulate comments and recommendations to the Board and to the General Directorate on matters of interest to the Institute;

f. To recommend to the Board draft rules of procedure to govern its meetings and those of the Committee, as well as the draft regulations of the General Directorate; and

g. To watch over the observance of the standards of the General Directorate.

Article 15. The Committee shall hold one regular meeting each year, at the headquarters of the Institute or at the place agreed upon at the preceding meeting. It may hold special meetings at the initiative of any Member State or at the request of the Director General, provided the proposal is approved by a majority of the Board, if it is in session, or by two thirds of the Committee, whose members may be consulted by correspondence.

Article 16. The Institute shall defray the travel expenses of one representative of each State that is a member of the Committee to participate in its regular meetings.

Article 17. The presence of the representatives of a majority of the States Members of the Committee shall constitute a quorum. The Committee shall take its decisions by the vote of a majority of its members, except as provided in Article 15 Each member is entitled to one vote.

CHAPTER VI

THE GENERAL DIRECTORATE

Article 18. The General Directorate shall exercise the functions established in this Convention and those assigned to it by the Board, and shall also perform the tasks entrusted to it by the Board and the Committee.

Article 19. The General Directorate shall be under the responsibility of the Director General, who shall be a national of one of the Member States, elected by the Board by the vote of a majority of the Member States, for a four-year term. He may be reelected only once and may not be succeeded by a person of the same nationality.

Article 20. The Director General, under the supervision of the Board, shall have the legal representation of the Institute, and the responsibility to administer the activities of the General Directorate in order to carry out its functions and obligations. The Director General shall have the following specific functions, which shall be performed in accordance with the standards and regulations of the Institute and the corresponding budgetary provisions:

a. To administer the financial resources of the Institute, in accordance with the decisions of the Board;

b. To determine the number of staff members; to regulate their powers, rights, and duties; to fix their remuneration; and to appoint and remove them, in accordance with the standards established by the Board or the Committee;

c. To prepare the proposed biennial program-budget and to submit it to the Committee, and, with the observations and recommendations of the latter, to the Board;

d. To present to the Board, or to the Committee in the years in which the Board does not meet, an annual report on the activities and financial condition of the Institute;

e. To establish the relations for cooperation and coordination provided for in Article 4 (c) of this Convention; and

f. To participate in the meetings of the Board and the Committee with voice but without vote.

Article 21. In selecting the personnel of the Institute, first consideration shall be given to efficiency, competence, and integrity; but at the same time, in the recruitment of international personnel of all ranks, importance shall be given to the necessity of obtaining as wide a geographic representation as possible.

Article 22. In the performance of their duties, the Director General and the personnel of the Institute shall not seek or receive instructions from any government or from any authority outside the Institute, and shall refrain from any action incompatible with their position as officers of an international organization, responsible only to the Institute.

CHAPTER VII

FINANCIAL RESOURCES

Article 23. The Member States shall contribute to the maintenance of the Institute through annual quotas established by the Board, in accordance with the system for calculating quotas of the Organization of American States.

Article 24. A Member State that is in arrears in the payment of its quotas for more than two complete fiscal years shall have its right to vote suspended in the Board and the Committee. However, the Board or the Committee may permit the Member State to vote if it considers that the failure to pay is due to circumstances beyond the control of that state.

Article 25. The Institute, ad referendum to the Committee, and through the Director General, may accept special contributions, legacies, bequests, or grants, provided that they are compatible with the nature, purposes, and standards of the Institute.

CHAPTER VIII

LEGAL CAPACITY, PRIVILEGES, AND IMMUNITIES

Article 26. The Institute shall enjoy, in the territory of each of its Member States, the legal capacity, privileges, and immunities necessary for the exercise of its functions and the accomplishment of its purposes.

Article 27. The representatives of the Member States at the meetings of the Board and of the Committee, as well as the Director General, shall enjoy the privileges and immunities corresponding to their positions and necessary for the independent performance of their duties.

Article 28. The juridical status of the Institute and the privileges and immunities that should be granted to it and to its personnel shall be determined in accordance with a multilateral agreement to be concluded among the Member States of the Organization of American States, or, when it is deemed necessary, in agreements concluded on a bilateral basis by the Institute with its Member States.

Article 29. In order to carry out its purposes, and in accordance with the laws in force in the Member States, the Institute may enter into and carry out contracts or agreements; hold funds, real property, movable property, and livestock; and purchase, sell, lease, improve, or operate any goods or property.

CHAPTER IX

HEADQUARTERS AND LANGUAGES

Article 30. The Institute shall have its headquarters in San José, Costa Rica, and may establish offices for purposes of technical cooperation in the Member States The central office of the General Directorate shall be located in the headquarters of the Institute.

Article 31. The official languages of the Institute shall be English, French, Portuguese, and Spanish.

CHAPTER X

RATIFICATION AND ENTRY INTO FORCE

Article 32. This convention shall remain open for signature by the Member States of the Organization of American States or of the Inter-American Institute of Agricultural Sciences. Any other American State may accede to it, in accordance with the provision set forth in Article 5, subparagraph (b), of this Convention.

Article 33. This Convention shall be ratified by the Signatory States in accordance with their respective constitutional procedures. This Convention as well as the instruments of ratification shall be delivered for deposit in the General Secretariat of the Organization of American States. The General Secretariat shall transmit certified copies of this Convention to the governments of the Signatory States and to the General Directorate of the Institute, and shall notify them of the deposit of each instrument of ratification or accession.

Article 34. This Convention shall enter into force among the States that ratify it when two thirds of the States Parties to the 1944 Convention on the Inter-American Institute of Agricultural Sciences have deposited their respective instruments of ratification. It shall enter into force with respect to the remaining States when they deposit their respective instruments of ratification or accession.

Article 35. Amendments to this Convention shall be proposed to the Board, and for their approval, the affirmative vote of two thirds of the Member States shall be required. The approved amendments shall enter into force among the ratifying States when two thirds of the Member States have deposited their respective instruments of ratification. They shall enter into force with respect to the remaining States when they deposit their respective instruments of ratification or accession.

Article 36. This Convention is of a permanent nature and shall remain in force for an indefinite period of time, but it may be denounced by any Member State by means of a notice delivered to the General Secretariat of the Organization of American States. The denunciation shall become effective one year after the corresponding notice and the Convention shall cease to be in force with respect to the denouncing State; however, it has to fulfill the obligations that arose from this Convention while it was in force with respect to said State.

Article 37. This Convention, the English, French, Portuguese, and Spanish texts of which are equally authentic, shall be registered with the Secretariat of the United Nations, in accordance with Article 102 of the Charter of the United Nations, [1] through the General Secretariat of the Organization of American States. The General Secretariat of the Organization of American States shall notify the Secretariat of the United Nations of the signatures, ratifications, accessions, amendments, or denunciations concerning the Convention.

CHAPTER XI

TRANSITORY PROVISIONS

Article 38. The rights and benefits, as well as the privileges and immunities that have been granted to the Inter-American Institute of Agricultural Sciences and its personnel shall be extended to the Institute and its personnel. The Institute shall take possession of the assets and property belonging to the Inter-American Institute of Agricultural Sciences and shall assume all the obligations the Inter-American Institute of Agricultural Sciences has contracted.

Article 39. The Convention on the Inter-American Institute of Agricultural Sciences, opened to signature by the American States on January 15, 1944, shall cease to be in force with respect to the States among which this Convention enters into force, but they shall remain committed to the fulfillment of any pending obligations that arose from the 1944 Convention. The 1944 Convention shall remain in force with respect to the remaining Member States of the Inter-American Institute of Agricultural Sciences until they ratify this Convention.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, their full powers having been found in due and proper form, sign this Convention, which is in English, French, Portuguese, and Spanish, in Washington, D.C., United States of America, in representation of their respective States on the dates indicated next to their signatures.

[1] TS 993; 59 Stat. 1052.

CONVENÇÃO SOBRE O INSTITUTO INTERAMERICANO
DE COOPERAÇÃO PARA A AGRICULTURA

Aberta à assinatura na Secretaria-Geral da
Organização dos Estados Americanos
em 6 de março de 1979

Os Estados Americanos, membros do Instituto Interamericano de Ciências Agrícolas,

Animados do propósito de fortalecer e ampliar a ação do Instituto Interamericano de Ciências Agrícolas como organismo especializado em agricultura, Instituto que foi estabelecido em cumprimento da resolução aprovada pelo Oitavo Congresso Científico Americano, realizado em Washington, D.C., em 1940, e de acordo com os termos da Convenção aberta à assinatura das Repúblicas Americanas, na União Pan-Americana, em 15 de janeiro de 1944,

CONVIERAM

na seguinte:

CONVENÇÃO SOBRE O INSTITUTO INTERAMERICANO DE COOPERAÇÃO PARA A AGRICULTURA

CAPÍTULO I

NATUREZA E PROPÓSITOS

Artigo 1. O Instituto Interamericano de Ciências Agrícolas, estabelecido pela Convenção aberta à assinatura das Repúblicas Americanas em 15 de janeiro de 1944, denominar-se-á "Instituto Interamericano de Cooperação para a Agricultura" (doravante denominado "Instituto") e reger-se-á de acordo com esta Convenção.

Artigo 2. O Instituto será de âmbito interamericano, com personalidade jurídica internacional e especializado em agricultura.

Artigo 3. Os fins do Instituto são estimular, promover e apoiar os esforços dos Estados Membros para alcançar seu desenvolvimento agrícola e o bem-estar rural.

Artigo 4. Para alcançar os seus fins, o Instituto terá as seguintes funções:

a) promover o fortalecimento das instituições nacionais de ensino, de pesquisa e de desenvolvimento rural, para impulsionar o avanço e a difusão da ciência e da tecnologia aplicadas ao progresso rural;

b) formular e executar planos, programas, projetos e atividades de acordo com as necessidades dos Governos dos Estados Membros, a fim de contribuir para a consecução dos objetivos de suas políticas e programas de desenvolvimento agrícola e bem-estar rural;

c) estabelecer e manter relações de cooperação e de coordenação com a Organização dos Estados Americanos e com outros organismos ou programas, assim como com entidades governamentais e não governamentais que visem a objetivos semelhantes; e

d) atuar como órgão de consulta, de execução técnica e de administração de programas e projetos no setor agrícola, mediante acordos com a Organização dos Estados Americanos, ou com organismos e entidades nacionais, interamericanos ou internacionais.

CAPÍTULO II

MEMBROS

Artigo 5. Os Estados Membros do Instituto serão:

a) os Estados Membros da Organização dos Estados Americanos ou do Instituto Interamericano de Ciências Agrícolas que ratificarem esta Convenção;

b) os demais Estados Americanos, cuja admissão tenha sido aprovada pelo voto favorável de dois terços dos Estados Membros na Junta Interamericana de Agricultura e que aderirem a esta Convenção.

CAPÍTULO III

ÓRGÃOS

Artigo 6. O Instituto terá os seguintes órgãos:

a) Junta Interamericana de Agricultura;
b) Comitê Executivo; e
c) Direção-Geral.

CAPÍTULO IV

JUNTA INTERAMERICANA DE AGRICULTURA

Artigo 7. A Junta Interamericana de Agricultura (doravante denominada "Junta") é o órgão superior do Instituto e será constituída por todos os Estados Membros. O Governo de cada Estado Membro designará um representante, preferentemente vinculado ao desenvolvimento agrícola e rural; além disso, poderá designar representantes suplentes e assessores.

Artigo 8. A Junta terá as seguintes atribuições:

a) adotar medidas relativas à política e à ação do Instituto, levando em conta as propostas dos Estados Membros e as recomendações da Assembléia Geral e dos Conselhos da Organização dos Estados Americanos;

b) aprovar o orçamento-programa bienal e fixar as cotas anuais dos Estados Membros, pelo voto favorável de dois terços dos seus membros;

c) servir de foro para o intercâmbio de idéias, informações e experiências relacionadas com o melhoramento da agricultura e da vida rural;

d) decidir sobre a admissão de Estados Membros, em conformidade com o artigo 5, alínea b;

e) eleger os Estados Membros que constituirão o Comitê Executivo, de acordo com critérios de rodízio parcial e de distribuição geográfica equitativa;

f) eleger o Diretor-Geral e fixar sua remuneração; proceder à sua destituição, pelo voto de dois terços dos Estados Membros, quando assim o exigir o bom funcionamento do Instituto;

g) considerar os relatórios do Comitê Executivo e do Diretor-Geral;

h) promover a cooperação do Instituto com as organizações, organismos e entidades que tenham propósitos análogos; e

i) aprovar o seu regulamento e a agenda das suas reuniões e os regulamentos do Comitê Executivo e da Direção-Geral.

Artigo 9. A Junta reunir-se-á ordinariamente de dois em dois anos na época que for determinada no seu regulamento e em sede escolhida de acordo com o princípio do rodízio. Em cada reunião ordinária serão determinadas, de acordo com o regulamento, a data e sede da reunião ordinária seguinte. Se não houver oferecimento de sede ou se a reunião ordinária não puder ser realizada na sede escolhida, a Junta reunir-se-á na sede do Instituto. Não obstante, se algum Estado Membro

oferecer oportunamente sede no seu território, o Comitê Executivo, se estiver reunido, ou se for consultado por correspondência, poderá decidir, pelo voto da maioria dos seus membros, que a reunião da Junta se realize em tal sede.

Artigo 10. Em circunstâncias especiais, e por solicitação de um ou mais Estados Membros, ou do Comitê Executivo, a Junta poderá realizar reuniões extraordinárias, cuja convocação requererá o voto afirmativo de dois terços dos Estados Membros do Instituto. Se a Junta não estiver reunida, o Diretor-Geral consultará por correspondência os Estados Membros e convocará a Junta se pelo menos dois terços deles estiverem de acordo.

Artigo 11. O quorum será constituído pela presença dos representantes da maioria dos Estados Membros. Cada Estado Membro tem direito a um voto.

Artigo 12. As decisões da Junta serão adotadas pelo voto da maioria dos representantes presentes, salvo o disposto no artigo 19, no qual se requer o voto da maioria dos Estados Membros; e salvo, também, o disposto nos artigos 5, b; 8, b e f; 10 e 35, casos em que se requer o voto de dois terços dos Estados Membros.

CAPÍTULO V

COMITÊ EXECUTIVO

Artigo 13. O Comitê Executivo (doravante denominado "Comitê") será constituído por doze Estados Membros, eleitos de acordo com o artigo 8, alínea e, para um período de dois anos. O Governo de cada Estado eleito designará um representante, preferentemente vinculado ao desenvolvimento agrícola e rural; poderá também designar representantes suplentes e assessores.

A Junta determinará por via regulamentar a forma de designação dos Estados Membros cujos representantes constituirão o Comitê. O Estado Membro que tenha cumprido o seu mandato não poderá fazer parte novamente do Comitê, enquanto não houver transcorrido um período de dois anos.

Artigo 14. O Comitê terá as seguintes atribuições:

a) exercer as funções que lhe atribua a Junta;

b) examinar o projeto de orçamento-programa bienal que é submetido à Junta pelo Diretor-Geral e fazer as observações e recomendações que considerar pertinentes;

c) autorizar a utilização de recursos do Fundo de Trabalho, para fins especiais;

d) atuar como comissão preparatória da Junta;

e) estudar e formular comentários e recomendações à Junta ou à Direção-Geral sobre assuntos de interesse do Instituto;

f) recomendar à Junta os projetos de regulamento que devam reger as reuniões desta e do Comitê, bem como o projeto de regulamento da Direção-Geral; e

g) velar pela observância do Regulamento e das normas da Direção-Geral.

Artigo 15. O Comitê realizará uma reunião ordinária anual na sede do Instituto ou no lugar acordado na reunião anterior. Poderá reunir-se em caráter extraordinário, por iniciativa de qualquer Estado Membro ou por solicitação do Diretor-

Geral, devendo contar com a aprovação da maioria da Junta, se estiver reunida, ou de dois terços do próprio Comitê, cujos membros poderão ser consultados por correspondência.

Artigo 16. O Instituto custeará as despesas de viagem de um representante de cada Estado membro do Comitê para participar nas reuniões ordinárias deste.

Artigo 17. O quorum será constituído pela presença dos representantes da maioria dos Estados membros do Comitê. O Comitê adotará suas decisões pelo voto da maioria dos seus membros, salvo o disposto no artigo 15. Cada membro tem direito a um voto.

CAPÍTULO VI

DIREÇÃO-GERAL

Artigo 18. A Direção-Geral exercerá as funções determinadas por esta Convenção e as que lhe atribuir a Junta e, além disso, cumprirá os encargos de que for incumbida pela Junta e pelo Comitê.

Artigo 19. A Direção-Geral ficará a cargo do Diretor-Geral, que será nacional de um dos Estados Membros, eleito pela Junta, com o voto da maioria dos Estados Membros, para um período de quatro anos. Poderá ser reeleito uma só vez e não poderá suceder-lhe pessoa da mesma nacionalidade.

Artigo 20. O Diretor-Geral, sob a supervisão da Junta, terá a representação legal do Instituto e a responsabilidade de administrar a Direção-Geral para os fins de dar cumprimento às funções e encargos desta. Terá as seguintes funções específicas, que exercerá de acordo com as normas e os regulamentos do Instituto e com as disposições orçamentárias pertinentes:

a) administrar os recursos financeiros do Instituto, de acordo com as decisões da Junta;

b) determinar o número de membros do quadro de pessoal; regulamentar suas atribuições, direitos e deveres; fixar suas remunerações, nomeá-los e demiti-los, de acordo com as normas estabelecidas pela Junta ou pelo Comitê;

c) elaborar o projeto de orçamento-programa bienal e submetê-lo ao Comitê e, com as observações e recomendações deste, à Junta;

d) apresentar à Junta, ou ao Comitê, nos anos em que aquela não se reunir, um relatório anual sobre as atividades e a situação financeira do Instituto;

e) desenvolver as relações de cooperação e de coordenação previstas no artigo 4, c; e

f) participar nas reuniões da Junta e do Comitê, com direito à palavra, mas sem voto.

Artigo 21. Na seleção do pessoal do Instituto levar-se-ão em conta, em primeiro lugar, a sua eficiência, competência e probidade; mas, ao mesmo tempo, dar-se-á importância à necessidade de que o pessoal internacional seja escolhido, em todos os níveis de hierarquia, com um critério de representação geográfica tão amplo quanto seja possível.

Artigo 22. No cumprimento de seus deveres, o Diretor-Geral e o pessoal do Instituto não solicitarão nem receberão instruções de Governo algum nem de autoridade alguma estranha ao Instituto, e abster-se-ão de agir de maneira incompatível com sua condição de funcionários de uma organização internacional, responsáveis unicamente perante o Instituto.

CAPÍTULO VII

RECURSOS FINANCEIROS

Artigo 23. Os Estados Membros contribuirão para a manutenção do Instituto mediante cotas anuais fixadas pela Junta, de acordo com o sistema de cálculo de cotas da Organização dos Estados Americanos.

Artigo 24. O Estado Membro que estiver em mora no pagamento de suas cotas correspondentes a mais de dois exercícios financeiros completos terá suspenso seu direito de voto na Junta e no Comitê. Não obstante, a Junta ou o Comitê poderá permitir-lhe votar se considerar que a falta de pagamento se deve a circunstâncias alheias à vontade desse Estado.

Artigo 25. O Instituto, ad referendum do Comitê, e por intermédio do Diretor-Geral, poderá aceitar contribuições especiais, heranças, legados ou doações, contanto que os mesmos sejam compatíveis com a natureza, os propósitos e as normas do Instituto, e convenientes aos seus interesses.

CAPÍTULO VIII

CAPACIDADE JURÍDICA, PRIVILÉGIOS E IMUNIDADES

Artigo 26. O Instituto gozará, no território de cada um dos Estados Membros, da capacidade jurídica e dos privilégios e imunidades necessários para o exercício de suas funções e para a realização dos seus propósitos.

Artigo 27. Os representantes dos Estados Membros nas reuniões da Junta e do Comitê e o Diretor-Geral gozarão dos privilégios e imunidades correspondentes a seus cargos e necessários para desempenhar com independência suas funções.

Artigo 28. A condição jurídica do Instituto e os privilégios e imunidades que devam ser concedidos a ele e ao seu pessoal serão determinados em acordo multilateral que celebrem os Estados Membros da Organização dos Estados Americanos ou, quando se considerar necessário, nos acordos que o Instituto celebrar bilateralmente com os Estados Membros.

Artigo 29. Para realizar os seus fins, e em conformidade com a legislação vigente nos Estados Membros, o Instituto poderá celebrar e executar contratos, acordos ou convênios; possuir recursos financeiros, bens imóveis, móveis e semoventes; e adquirir, vender, arrendar, melhorar ou administrar qualquer bem ou propriedade.

CAPÍTULO IX

SEDE E IDIOMAS

Artigo 30. O Instituto terá sede em San José, Costa Rica, e poderá estabelecer escritórios para fins de cooperação técnica nos Estados Membros. O escritório central da Direção-Geral será situado na sede do Instituto.

Artigo 31. Os idiomas oficiais do Instituto serão o espanhol, o francês, o inglês e o português.

CAPÍTULO X

RATIFICAÇÃO E VIGÊNCIA

Artigo 32. Esta Convenção fica aberta à assinatura dos Estados Membros da Organização dos Estados Americanos ou do Instituto Interamericano de Ciências Agrícolas. Qualquer outro Estado Americano poderá aderir a esta Convenção de acordo com o disposto no artigo 5, alínea b.

Artigo 33. Esta Convenção está sujeita a ratificação pelos Estados signatários de acordo com os respectivos processos constitucionais. Tanto esta Convenção como os instrumentos de ratificação serão entregues para depósito na Secretaria-Geral da Organização dos Estados Americanos. A Secretaria-Geral enviará cópias autenticadas desta Convenção aos Governos dos Estados signatários e à Direção-Geral do Instituto e os notificará do depósito de cada instrumento de ratificação ou de adesão.

Artigo 34. Esta Convenção entrará em vigor entre os Estados que a ratificarem quando dois terços dos Estados partes na Convenção de 1944 sobre o Instituto Interamericano de Ciências Agrícolas tiverem depositado seus respectivos instrumentos de ratificação. Quanto aos demais Estados, entrará em vigor na ordem em que depositarem seus respectivos instrumentos de ratificação ou de adesão.

Artigo 35. As reformas a esta Convenção serão propostas à Junta, e sua aprovação requererá maioria de dois terços dos Estados Membros. As reformas aprovadas entrarão em vigor entre os Estados que as ratificarem, quando dois terços dos Estados Membros tiverem depositado seus respectivos instrumentos de ratificação. Quanto aos demais Estados Membros, entrarão em vigor na ordem en que os mesmos depositarem seus respectivos instrumentos de ratificação ou de adesão.

Artigo 36. Esta Convenção tem caráter permanente e vigerá por tempo indefinido, mas poderá ser denunciada por qualquer dos Estados Membros, mediante notificação à Secretaria-Geral da Organização dos Estados Americanos. A denúncia surtirá efeito um ano depois de tal notificação e a Convenção deixará de vigorar para o Estado denunciante; este deverá, contudo, cumprir as obrigações emanadas desta Convenção, enquanto ela estava em vigor para o referido Estado.

Artigo 37. Esta Convenção, cujos textos em espanhol, francês, inglês e português são igualmente autênticos, será registrada na Secretaria das Nações Unidas, em conformidade com o artigo 102 da Carta das Nações Unidas, pela Secretaria-Geral da Organização dos Estados Americanos. Esta notificará à Secretaria das Nações Unidas as assinaturas, ratificações, adesões, reformas ou denúncias de que for objeto esta Convenção.

CAPÍTULO XI

DISPOSIÇÕES TRANSITÓRIAS

Artigo 38. Os direitos e benefícios, bem como os privilégios e imunidades que tenham sido concedidos ao Instituto Interamericano de Ciências Agrícolas e ao seu pessoal serão reconhecidos ao Instituto e ao seu pessoal. Além disso, o Instituto tornar-se-á titular dos haveres e propriedades do Instituto Interamericano de Ciências Agrícolas e assumirá todas as obrigações que este tenha contraído.

Artigo 39. A Convenção sobre o Instituto Interamericano de Ciências Agrícolas aberta à assinatura dos Estados Americanos em 15 de janeiro de 1944, cessará seus efeitos em relação aos Estados entre os quais esta Convenção entrar em vigor, mas estes continuarão comprometidos a cumprir as obrigações pendentes que tenham emanado daquela Convenção. A Convenção de 1944 continuará vigente para os demais Estados Membros do Instituto Interamericano de Ciências Agrícolas, até que estes ratifiquem esta Convenção.

EM FÉ DO QUE, os Plenipotenciários infra-assinados, cujos plenos poderes foram achados em boa e devida forma, assinam esta Convenção, em espanhol, francês, inglês e português, na cidade de Washington, D.C., Estados Unidos da América, como representantes dos seus respectivos Estados, nas datas indicadas ao lado das assinaturas.

CONVENTION SUR L'INSTITUT INTERAMERICAIN
DE COOPERATION POUR L'AGRICULTURE

Ouverte à la signature au Secrétariat général de
l'Organisation des Etats Américains
le 6 mars 1979

Les Etats américains, membres de l'Institut interaméricain des Sciences agricoles,

Animés de la volonté de consolider et d'élargir l'action de l'Institut interaméricain des Sciences agricoles à titre d'Organisme spécialisé en agriculture, institut fondé en exécution de la résolution adoptée par le Huitième Congrès scientifique américain à Washington, D.C., en 1940, et conformément aux dispositions de la Convention ouverte à la signature des Républiques américaines à l'Union panaméricaine le 15 janvier 1944,

SONT CONVENUS

de ce qui suit:

CONVENTION SUR L'INSTITUT INTERAMERICAIN
DE COOPERATION POUR L'AGRICULTURE

CHAPITRE I

NATURE ET BUTS

Article 1. L'Institut interaméricain des Sciences agricoles, fondé par la Convention ouverte à la signature des Républiques américaines le 15 janvier 1944, prend la dénomination d' "Institut interaméricain de Coopération pour l'Agriculture" (ci-après dénommé l'Institut). Son fonctionnement est régi par les termes de la présente Convention.

Article 2. L'Institut a le statut d'organisme international, fonctionnant uniquement dans le milieu interaméricain, spécialisé dans le domaine de l'agriculture et doté de la personnalité juridique.

Article 3. L'Institut a pour but de stimuler, de promouvoir et d'appuyer les efforts que déploient les Etats membres en vue d'assurer le développement agricole de leurs pays et le bien-être de leurs populations rurales.

Article 4. Pour atteindre ses objectifs, l'Institut a pour attributions:

a. De promouvoir la consolidation des institutions nationales d'enseignement, de recherche et de développement rural en vue de donner l'impulsion voulue à l'avancement et à la diffusion de la science et de la technologie appliquées au progrès dans les zones rurales;

b. D'élaborer et d'exécuter des plans, programmes et projets, et de mettre en oeuvre d'autres activités, conformément aux exigences des gouvernements des Etats membres, de façon à contribuer à la réalisation des objectifs de leurs politiques et programmes de développement agricole et de bien-être rural;

c. D'établir et d'entretenir des relations de coopération et de coordination avec l'Organisation des Etats Américains et d'autres organismes ou programmes, et avec des entités gouvernementales et non gouvernementales qui poursuivent des objectifs analogues;

d. De servir d'organe de consultation pour les plans et programmes intéressant le secteur agricole, ainsi que d'organe d'exécution technique et de gestion desdits plans et programmes, aux termes d'accords conclus avec l'Organisation des Etats Américains, ou avec des entités et organismes nationaux, interaméricains ou internationaux.

CHAPITRE II

MEMBRES

Article 5. Sont Membres de l'Institut:

a. Les Etats membres de l'Organisation des Etats Américains ou de l'Institut interaméricain des Sciences agricoles, qui auront ratifié la présente Convention.

b. Les autres Etats américains dont l'admission aura été approuvée par le vote affirmatif des deux tiers des Etats membres représentés au Conseil interaméricain de l'Agriculture, et qui auront adhéré à la présente Convention.

CHAPITRE III

LES ORGANES

Article 6. L'Institut est doté des organes suivants:

a. Le Conseil interaméricain de l'Agriculture;
b. Le Comité exécutif; et
c. La Direction générale.

CHAPITRE IV

LE CONSEIL INTERAMERICAIN DE L'AGRICULTURE

Article 7. Le Conseil interaméricain de l'Agriculture (ci-après dénommée "le Conseil") est l'organe suprême de l'Institut. Tous les Etats membres en font partie. Le Gouvernement de chacun de ces Etats y désigne un représentant, de préférence un officiel exerçant ses fonctions dans le domaine du développement agricole et rural. Il peut également déléguer au sein du Conseil des représentants suppléants et des conseillers.

Article 8. Le Conseil a pour attributions:

a. De prendre des mesures relatives à la politique et à l'action de l'Institut, en tenant compte des propositions des Etats membres et des recommandations de l'Assemblée générale et des Conseils de l'Organisation des Etats Américains;

b. D'approuver le programme-budget biennal de l'Institut et de fixer les quotes-parts annuelles des Etats membres. Les décisions sur ces questions doivent être adoptées à la majorité des deux tiers des membres du Conseil;

c. De servir de tribune pour des échanges de points de vue, de renseignements et d'expériences liés à l'amélioration de l'agriculture et de la vie rurale;

d. De statuer sur l'admission d'Etats conformément à l'article 5, alinéa b) ci-dessus;

e. De procéder, sur la base d'un roulement partiel et d'une distribution géographique équitable, à l'élection des Etats membres qui feront partie du Comité exécutif;

f. D'élire le Directeur général et de fixer ses émoluments; de le destituer, à la majorité des deux tiers des Etats membres, lorsque le bon fonctionnement de l'Institut l'exige;

g. D'examiner les rapports du Comité exécutif et du Directeur général;

h. De promouvoir la coopération de l'Institut avec les organisations, organismes et entités qui poursuivent des objectifs analogues; et

i. D'adopter son propre Règlement et l'ordre du jour de ses réunions, ainsi que les Règlements du Comité exécutif et de la Direction générale.

Article 9. Le Conseil tient une réunion ordinaire tous les deux ans à la date fixée par son Règlement et dans un lieu choisi selon le principe de roulement. Chaque réunion ordinaire fixe, dans les conditions prévues par le Règlement, le lieu et la date de la réunion suivante. Si aucune invitation d'accueillir la réunion n'est reçue ou si la réunion ne peut se tenir au lieu fixé, elle se tient au siège de l'Institut. Néanmoins, si un Etat membre invite dans les délais utiles l'Institut à tenir la réunion ordinaire sur son territoire, le Comité exécutif, s'il est en session ou s'il est consulté par correspondance, peut décider à la majorité de ses membres d'accepter l'invitation.

Article 10. Dans des circonstances spéciales et sur la demande d'un ou de plusieurs Etats membres ou du Comité exécutif, le Conseil peut se réunir à l'extraordinaire sur convocation décidée par le vote affirmatif des deux tiers des Etats membres de l'Institut. Pendant les intersessions du Conseil, le Directeur général peut convoquer des sessions extraordinaires après avoir consulté par correspondance les Etats membres si au moins les deux tiers de ceux-ci donnent leur assentiment à la convocation.

Article 11. Le quorum est constitué par la majorité des Etats membres. Chaque Etat membre dispose d'une voix.

Article 12. Les décisions du Conseil sont adoptées à la majorité des représentants présents, sous réserve des dispositions, soit de l'article 19 prescrivant la majorité des Etats membres à cet effet, soit des articles 5, alinéa (b), 8, alinéas (b) et (f), 10 et 35 qui requièrent le vote affirmatif des deux tiers des Etats membres.

CHAPITRE V

LE COMITE EXECUTIF

Article 13. Le Comité exécutif (ci-après dénommé le Comité) est composé de douze Etats membres élus en conformité de l'article 8, alinéa (e) ci-dessus, pour une durée de deux ans. Le Gouvernement de chaque Etat membre élu désigne un représentant, de préférence un officiel exerçant ses fonctions dans le domaine du développement agricole et rural; les gouvernements peuvent de même désigner des représentants suppléants et des conseillers.

Le Conseil fixe par voie réglementaire les modalités de désignation des Etats membres dont les représentants composeront le Comité. Un Etat membre dont le mandat est arrivé à terme ne peut être appelé de nouveau à faire partie du Comité avant l'expiration d'une période de deux ans.

Article 14. Le Comité a pour attributions:

a. D'exercer les fonctions que lui confie le Conseil;

b. D'examiner le projet de programme-budget biennal que soumet le Directeur général à la considération du Conseil et de formuler là-dessus les observations et les recommandations qu'il estime appropriées;

c. D'autoriser l'utilisation des ressources du Fonds de Roulement à des fins spéciales;

d. De faire office de commission préparatoire du Conseil;

e. D'étudier, et de formuler à l'adresse du Conseil ou de la Direction générale, des commentaires et des recommandations sur les questions qui présentent de l'intérêt pour l'Institut;

f. De recommander au Conseil les projets des règlements appelés à régir ses réunions et celles du Comité lui-même, ainsi que le projet de règlement de la Direction générale;

g. De veiller au respect des normes qui régissent le fonctionnement de la Direction générale et du règlement de cet organe.

Article 15. Le Comité tient une réunion ordinaire annuelle au siège de l'Institut ou au lieu arrêté à la réunion précédente. Il peut tenir une réunion extraordinaire à la demande de tout Etat membre ou du Directeur général, étant entendu que la demande devra être appuyée par la majorité des membres du Conseil si celui-ci est en session, ou par la majorité des deux tiers des membres du Comité lui-même. Le vote de ces derniers peut être obtenu par correspondance.

Article 16. L'Institut prend à sa charge les frais de voyage d'un représentant de chaque Etat membre du Comité appelé à participer aux réunions ordinaires de celui-ci.

Article 17. Le quorum est constitué par la majorité des représentants des Etats membres du Comité. Le Comité adopte ses décisions à la majorité de ses membres, sous réserve des dispositions de l'article 15. Chaque membre dispose d'une voix.

CHAPITRE VI

LA DIRECTION GENERALE

Article 18. La Direction générale exerce les fonctions prescrites par la présente Convention et celles que lui confie le Conseil. Elle acomplit également les tâches dont it est chargé par le Conseil et par le Comité.

Article 19. La Direction générale est assumée par le Directeur général qui est élu pour quatre ans par le Conseil, à la majorité des voix des Etats membres. Le Directeur général doit être un ressortissant de l'un de ces Etats; il ne peut être réélu qu'une seule fois et ne peut être remplacé par une personne de la même nationalité.

Article 20. Le Directeur général exerce, sous la supervision du Conseil, la représentation légale de l'Institut et assume la responsabilité d'assurer, dans la gestion de la Direction générale, que celle-ci remplisse les fonctions et accomplisse les tâches qui lui sont confiées. Le Directeur général a les fonctions spécifiques suivantes qu'il exerce conformément aux normes et aux règlements régissant l'Institut et aux dispositions budgétaires pertinentes:

a. Gérer les ressources financières de l'Institut en conformité des décisions du Conseil;

b. En conformité des normes établies par le Conseil ou le Comité, déterminer l'effectif du personnel; réglementer les attributions, les droits et les devoirs de celui-ci; fixer ses émoluments; le nommer et le licencier;

c. Préparer le projet de programme-budget biennal de l'Institut, le soumettre à la considération du Comité et ensuite à celle du Conseil, conjointement avec les observations et recommandations dudit Comité;

d. Présenter au Conseil ou au Comité, dans les années où le Conseil ne tient pas de réunion, un rapport annuel sur les activités et la situation financière de l'Institut;

e. Etablir les liens de coopération et de coordination visés à l'article 4, alinéa (c) ci-dessus; et

f. Participer aux réunions du Conseil et du Comité avec voix consultative, mais sans droit de vote.

Article 21. Dans la composition du personnel de l'Institut, il sera tenu compte au premier chef de l'efficacité, de la compétence et de la probité du postulant. En même temps, l'on veillera à une répartition géographique aussi large que possible dans le recrutement à tous les échelons du personnel international.

Article 22. Dans l'accomplissement de leurs devoirs, le Directeur général et le personnel de l'Institut ne doivent solliciter ni accepter d'instructions d'aucun gouvernement ni d'aucune autorité extérieure à l'Institut. Ils ne doivent non plus se livrer à aucune forme d'activité incompatible avec leur statut de fonctionnaires d'une organisation internationale, responsables uniquement devant l'Institut.

CHAPITRE VII

RESSOURCES FINANCIERES

Article 23. Les Etats membres contribuent au soutien de l'Institut moyennant des quotes-parts versées annuellement et fixées par le Conseil conformément au système de détermination des quotes-parts adopté par l'Organisation des Etats Américains.

Article 24. L'exercice du droit de vote de tout Etat membre qui accuse du retard dans le versement de ses quotes-parts correspondant à deux années budgétaires complètes sera suspendu au sein du Conseil et du Comité. Toutefois, l'un ou l'autre de ces organes peut permettre au retardataire de voter si, à son avis, le défaut de versement est dû à des raisons indépendantes de la volonté de l'Etat intéressé.

Article 25. Par l'intermédiaire du Directeur général, l'Institut ad referendum du Comité peut accepter des contributions spéciales, des successions, legs ou dons, si toutefois ceux-ci sont compatibles avec la nature, les buts et les normes de l'Institut, et servent ses intérêts.

CHAPITRE VIII

CAPACITE JURIDIQUE, PRIVILEGES ET IMMUNITES

Article 26. L'Institut jouit sur le territoire de chacun des Etats membres de la capacité juridique et des privilèges et immunités nécessaires à l'exercice de ses fonctions et à la réalisation de ses objectifs.

Article 27. Les représentants des Etats membres qui participent aux réunions du Conseil et du Comité, ainsi que le Directeur général, jouissent des privilèges et immunités correspondant à leur rang et leur permettant d'accomplir leurs tâches avec indépendance.

Article 28. Le statut juridique de l'Institut, les privilèges et immunités qui doivent être octroyés à cet organisme ainsi qu'à son personnel, sont déterminés par un accord multilatéral conclu entre les Etats membres de l'Organisation des Etats Américains, ou par des accords bilatéraux intervenus entre l'Institut et un Etat membre, lorsque de tels accords sont jugés nécessaires.

Article 29. Pour réaliser ses buts, et selon les dispositions de la législation en vigueur dans les Etats membres, l'Institut a le droit de posséder des fonds, des biens mobiliers et immobiliers, et du cheptel vif, d'acquérir, de vendre, de louer, d'améliorer ou de gérer tout bien ou toute propriété, de conclure et d'exécuter des contrats et des accords.

CHAPITRE IX

SIEGE ET LANGUES

Article 30. Le siège de l'Institut est établi à San José, Costa Rica; l'Institut peut établir, aux fins de coopération technique, des bureaux dans les Etats membres. Le Bureau central de la Direction générale est établi au siège de l'Institut.

Article 31. Les langues officielles de l'Institut sont l'anglais, l'espagnol, le français et le portugais.

CHAPITRE X

RATIFICATION ET ENTREE EN VIGUEUR

Article 32. La présente Convention est ouverte à la signature des Etats membres de l'Organisation des Etats Américains ou de l'Institut interaméricain des Sciences agricoles. Tout autre Etat américain peut adhérer à cette Convention selon les conditions définies à l'article 5, alinéa (b).

Article 33. La présente Convention est sujette à la ratification des Etats signataires qui à cet effet se conformeront à leurs prescriptions constitutionnelles respectives. La Convention et les instruments de ratification seront déposés suprès du Secrétariat général de l'Organisation des Etats Américains. Le Secrétariat général enverra des copies certifiées de la présente Convention aux gouvernements des Etats signataires ainsi qu'à la Direction générale de l'Institut. Il les avisera également du dépôt de chaque instrument de ratification ou d'adhésion.

Article 34. La présente Convention entrera en vigueur entre les Etats qui l'auront ratifiée lorsque les deux tiers des Etats parties à la Convention de 1944 sur l'Institut interaméricain des Sciences agricoles auront déposé leurs instruments de ratification. A l'égard des autres Etats, elle entrera en vigueur dans l'ordre où ils auront déposé leurs instruments de ratification ou d'adhésion.

Article 35. Les amendements à la présente Convention doivent être proposés au Conseil et adoptés par le vote affirmatif des deux tiers des Etats membres. Ils prendront effet entre les Etats membres qui les ratifient lorsque les deux tiers de ces Etats auront déposé leurs instruments de ratification. Pour ce qui est des autres Etats membres, les amendements entreront en vigueur selon l'ordre du dépôt de leurs instruments de ratification ou d'adhésion.

Article 36. La présente Convention est permanente et a une durée indéfinie, mais elle peut être dénoncée par n'importe quel Etat membre aux termes d'un avis

donné au Secrétariat général de l'Organisation des Etats Américains. La dénonciation sortira son plein effet un an après la remise de l'avis en question au Secrétariat général de l'Organisation des Etats Américains. La Convention cessera de produire ses effets pour l'Etat qui l'aura dénoncée, mais celui-ci devra remplir toutes les obligations découlant de la présente Convention qui lui incombaient durant la période où il a été lié par la Convention.

Article 37. L'original de la présente Convention, dont les textes anglais, espagnol, français et portugais font également foi sera enregistré au Secrétariat des Nations Unies, par le Secrétariat général de l'Organisation des Etats Américains, selon le voeu de l'article 102 de la Charte des Nations Unies. Le Secrétariat général de l'Organisation des Etats Américains avisera le Secrétariat des Nations Unies des signatures, ratifications, adhésions, modifications ou dénonciations dont la présente Convention aura fait l'objet.

CHAPITRE XI

DISPOSITIONS TRANSITOIRES

Article 38. Les droits et avantages ainsi que les privilèges et immunités octroyés à l'Institut interaméricain des Sciences agricoles et à son personnel sont aussi reconnus à l'Institut et à son personnel. De même, les avoirs et les biens de l'Institut interaméricain des Sciences agricoles sont transférés à l'Institut qui assumera désormais les obligations de celui-ci.

Article 39. La Convention relative l'Institut interaméricain des Sciences agricoles, ouverte à la signature des Etats américains le 15 janvier 1944, cessera de produire ses effets à l'égard des Etats qui seront parties à la présente Convention lors de son entrée en vigueur. Cependant ces Etats demeurent liés par les obligations pendantes contractées au titre dudit instrument qui continuera par ailleurs d'obliger les autres Etats membres de l'Institut interaméricain des Sciences agricoles, jusqu'à la date où ils auront ratifié la présente Convention.

EN FOI DE QUOI, les plénipotentiaires soussignés, dûment autorisés à cet effet, ont apposé leurs signatures au bas des textes anglais, espagnol, français et portugais de la présente Convention à Washington, D.C., Etats-Unis d'Amérique, pour et au nom des Etats dont ils sont les représentants respectifs, aux dates indiquées à côté de ces signatures.

19-198 O - 86 - 4

CONVENCION SOBRE EL INSTITUTO INTERAMERICANO
DE COOPERACION PARA LA AGRICULTURA

Abierta a la firma el 6 de marzo de 1979
en la Secretaría General de la OEA

PAISES SIGNATARIOS	FECHA DE DEPOSITO DEL INSTRUMENTO DE RATIFICACION
Argentina	
Barbados	
Bolivia	
Brasil	
Canadá	
Colombia	
Costa Rica	
Chile	
Ecuador[1]	
El Salvador	
Estados Unidos de América	
Guatemala	
Guyana	
Haití	
Honduras	
Jamaica	
México	
Nicaragua	
Panamá	
Paraguay[2]	
Perú	
República Dominicana	
Trinidad y Tobago[3]	
Uruguay	
Venezuela	

---

1. Ecuador firmó en la Secretaría General el 14 de marzo de 1979.

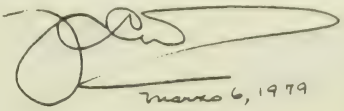
2. Paraguay firmó en la Secretaría General el 4 de abril de 1979.

3. Trinidad y Tobago firmó en la Secretaría General el 2 de mayo de 1979.

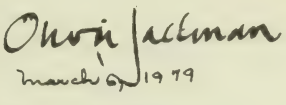
El instrumento original está depositado en la Secretaría General de la OEA, la cual es además depositaria de los instrumentos de ratificación o adhesión. Esta Convención queda abierta a la firma de los Estados Miembros de la Organización de los Estados Americanos o del Instituto Interamericano de Ciencias Agrícolas. Cualquier otro Estado Americano podrá adherir a ella de acuerdo con lo dispuesto en su artículo 5, inciso (b). Entrará en vigor entre los Estados que la ratifiquen cuando los dos tercios de los Estados Partes en la Convención de 1944 sobre el Instituto Interamericano de Ciencias Agrícolas hayan depositado sus respectivos instrumentos de ratificación y en cuanto a los demás Estados, entrará en vigor en el orden en que depositen sus respectivos instrumentos de ratificación o adhesión.

2 de mayo de 1979

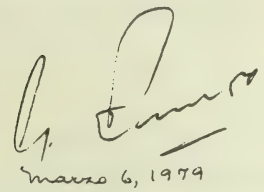
POR LA REPUBLICA ARGENTINA:
FOR THE ARGENTINE REPUBLIC:
PELA REPÚBLICA ARGENTINA:
POUR LA REPUBLIQUE ARGENTINE:



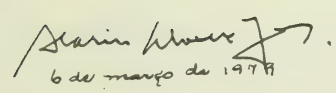
POR BARBADOS:
FOR BARBADOS:
POR BARBADOS:
POUR LA BARBADE:



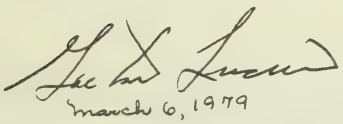
POR BOLIVIA:
FOR BOLIVIA:
PELA BOLÍVIA:
POUR LA BOLIVIE:



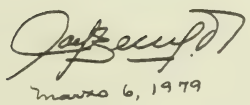
POR BRASIL:
FOR BRAZIL:
PELO BRASIL:
POUR LE BRESIL:



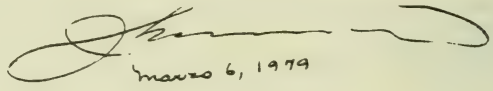
POR CANADA:
FOR CANADA:
PELO CANADÁ:
POUR LE CANADA:



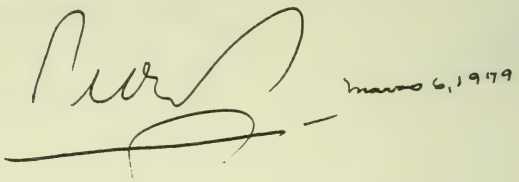
POR COLOMBIA:
FOR COLOMBIA:
PELA COLÔMBIA:
POUR LA COLOMBIE:



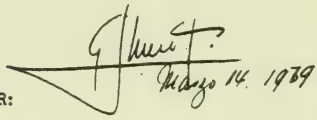
POR COSTA RICA:
FOR COSTA RICA:
POR COSTA RICA:
POUR COSTA RICA:



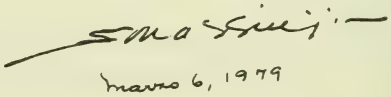
POR CHILE:
FOR CHILE:
PELO CHILE:
POUR LE CHILI:



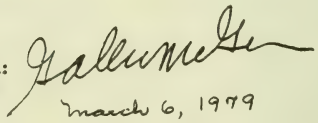
POR ECUADOR:
FOR ECUADOR:
PELO EQUADOR:
POUR L'EQUATEUR:



POR EL SALVADOR:
FOR EL SALVADOR:
POR EL SALVADOR:
POUR EL SALVADOR:



POR LOS ESTADOS UNIDOS DE AMERICA:
FOR THE UNITED STATES OF AMERICA:
PELOS ESTADOS UNIDOS DA AMÉRICA:
POUR LES ETATS-UNIS D'AMERIQUE:



POR GRENADA:
FOR GRENADA:
POR GRENADA:
POUR LA GRENADE:

POR GUATEMALA:
FOR GUATEMALA:
PELA GUATEMALA:
POUR LE GUATEMALA:

marzo 6, 1979

POR GUYANA:
FOR GUYANA:
PELA GUIANA:
POUR LA GUYANE:

March 6, 1979

POR HAITI:
FOR HAITI:
PELO HAITI:
POUR HAITI:

7 mars 1979

POR HONDURAS:
FOR HONDURAS:
POR HONDURAS:
POUR LE HONDURAS:

marzo 6, 1979

POR JAMAICA:
FOR JAMAICA:
PELA JAMAICA:
POUR LA JAMAIQUE:

March 6, 1979

POR MEXICO:
FOR MEXICO:
PELO MEXICO:
POUR LE MEXIQUE:

ad referendum

Marzo 6, 1979

POR NICARAGUA:
FOR NICARAGUA:
PELA NICARÁGUA:
POUR LE NICARAGUA:

Marzo 6, 1979

POR PANAMA:
FOR PANAMA:
PELO PANAMÁ:
POUR PANAMA:

marzo 6, 1979

POR PARAGUAY:
FOR PARAGUAY:
PELO PARAGUAI:
POUR LE PARAGUAY:

Abril 4 de 1979

POR PERU:
FOR PERU:
PELO PERU:
POUR LE PEROU:

marzo 6, 1979

POR LA REPUBLICA DOMINICANA:
FOR THE DOMINICAN REPUBLIC:
PELA REPÚBLICA DOMINICANA:
POUR LA REPUBLIQUE DOMINICAINE:

marzo 6, 1979

POR SURINAME:
FOR SURINAME:
PELO SURINAME:
POUR LE SURINAME:

Certifico que el documento preinserto es copia fiel y exacta de los textos originales en español, inglés, francés y portugués de la "Convención sobre el Instituto Interamericano de Cooperación para la Agricultura", y que los textos firmados de dichos originales se encuentran depositados en la Secretaría General de la Organización de los Estados Americanos.

7 de marzo de 1979

I hereby certify that the foregoing document is a true and faithful copy of the authentic texts in English, French, Portuguese and Spanish of the "Convention on the Inter-American Institute for Cooperation on Agriculture," and that the signed originals of these texts are on deposit with the General Secretariat of the Organization of American States.

March 7, 1979

Certifico que o documento transcrito é cópia fiel e autêntica dos textos originais em espanhol, francês, inglês e português da "Convenção sobre o Instituto Interamericano de Cooperação para a Agricultura", e que os textos assinados de ditos originais encontram-se depositados na Secretaria-Geral da Organização dos Estados Americanos.

7 de março de 1979

Je certifie que le document qui précède est une copie fidèle et conforme aux textes authentiques en anglais, espagnol, français et portugais de la "Convention sur l'Institut interaméricain de Coopération pour l'Agriculture", et que les originaux signés de ces textes se trouvent déposés auprès du Secrétariat général de l'Organisation des Etats Américains.

7 mars 1979

Jorge L. Zelaya

Secretario General Adjunto
de la Organización de los
Estados Americanos

Assistant Secretary General
of the Organization of
American States

Secretário-Geral Adjunto
da Organização dos
Estados Americanos

Secrétaire général adjoint
de l'Organisation des
Etats Américains

POR TRINIDAD Y TOBAGO:
FOR TRINIDAD AND TOBAGO:
POR TRINIDAD E TOBAGO:
POUR LE TRINITÉ ET TOBAGO:

Victor C. McIntyre
2 May 1979

POR URUGUAY:
FOR URUGUAY:
PELO URUGUAI:
POUR L'URUGUAY:

marzo 6, 1979

POR VENEZUELA:
FOR VENEZUELA:
PELA VENEZUELA:
POUR LE VENEZUELA:

marzo 6, 1979

MULTILATERAL

Partial Revision of Radio Regulations, 1959, and Final Protocol: Aeronautical Mobile (R) Service

Done at Geneva March 5, 1978;
Transmitted by the President of the United States of America to the Senate January 24, 1980 (S. Ex. B, 96th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations August 5, 1980 (S. Ex. Rep. No. 96–45, 96th Cong., 2d Sess.);
Advice and consent to ratification by the Senate September 17, 1980;
Ratified by the President October 8, 1980;
Ratification of the United States of America deposited with the Secretary-General of the International Telecommunication Union October 22, 1980;
Proclaimed by the President February 24, 1981;
Entered into force with respect to the United States of America October 22, 1980, except for the frequency allotment plan for the aeronautical mobile (R) service which will enter into force February 1, 1983.

By the President of the United States of America

A PROCLAMATION

Considering that:

The Partial Revision of the Radio Regulations (Geneva 1959) was signed on behalf of the United States of America at Geneva on March 5, 1978, a certified copy of which Partial Revision is hereto annexed;

The Senate of the United States of America by its resolution of September 17, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Partial Revision;

The President of the United States of America ratified the Partial Revision on October 8, 1980, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification on October 22, 1980;

The Partial Revision entered into force for the United States of America on October 22, 1980, except for the frequency allotment plan for the aeronautical mobile (R) service which shall enter into force on February 1, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Partial Revision to the end that it be observed and fulfilled with good faith on and after October 22, 1980, except as aforementioned, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fourth day of February in the year of our Lord one thousand nine
[SEAL] hundred eighty-one and of the Independence of the United States of America the two hundred fifth.

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR
Secretary of State

INTERNATIONAL TELECOMMUNICATION UNION

FINAL ACTS

of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service Geneva, 1978

COPIE
certifiée conforme à l'original
Genève, le 17 NOV. 1978
Le Secrétaire général
de l'Union internationale des
télécommunications
Mohamed MILI

Geneva 1978

ISBN 92-61-00631-0

ABBREVIATIONS

The following abbreviations are used in the Annexes to indicate the nature of amendments made in the partial revision of the Radio Regulations:

Symbol	Meaning
MOD	Modification
ADD	Addition

Note: If a modification affects only the drafting of a number, without changing the substance, the following symbol is used:

(MOD)

TABLE OF CONTENTS

FINAL ACTS

of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service, Geneva, 1978

	Page	[Pages herein]
PARTIAL REVISION OF THE RADIO REGULATIONS		
ANNEX 1: Partial revision of Articles 5, 9, 28 and 35 of the Radio Regulations and Appendices 1 and 3 to these Regulations	7	3832
ANNEX 2: Revision of Appendix 27 to the Radio Regulations	11	3836
FINAL PROTOCOL	81	3905

(Figures between parentheses indicate the order in which the statements appear in the Final Protocol)

Afghanistan (Republic of) (13)
Algeria (Algerian Democratic and Popular Republic) (38, 41)
Argentine Republic (6)
Bahrain (State of) (38)
Bangladesh (People's Republic of) (38, 42)
Bolivia (Republic of) (21)
Brazil (Federative Republic of) (16)
Cameroon (United Republic of) (5)
Chile (39)
China (People's Republic of) (48)
Colombia (Republic of) (31)
Cuba (17)
Denmark (45)
Ecuador (40)
Ethiopia (44)
Gabon Republic (9)
Germany (Federal Republic of) (45)
Greece (45)
Guatemala (Republic of) (37)
Guinea (Republic of) (26)
India (Republic of) (19, 50)
Indonesia (Republic of) (30)
Iran (56)
Ivory Coast (Republic of the) (11)
Japan (51)
Kenya (Republic of) (15)
Korea (Republic of) (46, 52)
Korea (People's Democratic (Republic of) (1, 47)
Kuwait (State of) (38)
Liberia (Republic of) (29)
Libya (Socialist People's Libyan Arab Jamahiriya) (10, 38)
Malaysia (7)
Mauritania (Islamic Republic of) (12, 38)
Mexico (8)
Morocco (Kingdom of) (38)
Nigeria (Federal Republic of) (25)
Norway (34, 45)
Pakistan (Islamic Republic of) (35, 38)
Panama (Republic of) (14)
Paraguay (Republic of) (22)
Philippines (Republic of the) (24)
Qatar (State of) (38)
Sao Tome and Principe (Democratic Republic of) (33)
Saudi Arabia (Kingdom of) (20, 38, 55)
Senegal (Republic of the) (3)
Singapore (Republic of) (27)
Spain (32)
Sweden (45)
Switzerland (Confederation of) (45)
Syrian Arab Republic (38, 43)
Tanzania (United Republic of) (36)
Thailand (23)
Union of Soviet Socialist Republics (49)
Upper Volta (Republic of) (28)
Uruguay (Oriental Republic of) (18)
Venezuela (Republic of) (4)
Yemen Arab Republic (2, 38, 53)
Yemen (People's Democratic Republic of) (38, 54)

RESOLUTIONS [1]

Pages

RESOLUTION No. Aer2 — 1 Relating to the Use of Frequencies 3 023 and 5 680 kHz common to the Aeronautical Mobile (R) and (OR) Services 95

RESOLUTION No. Aer2 — 2 Relating to the Unauthorized Use of Frequencies in the Bands Allocated to the Aeronautical Mobile (R) Service 95

RESOLUTION No. Aer2 — 3 Relating to the Implementation of the New Arrangement applicable to Bands Allocated Exclusively to the Aeronautical Mobile (R) Service between 2 850 and 17 970 kHz 97

RESOLUTION No. Aer2 — 4 Relating to the Treatment of Notices Concerning Frequency Assignments to Aeronautical Stations in the Bands Allocated Exclusively to the Aeronautical Mobile (R) Service between 2 850 and 17 970 kHz 98

RESOLUTION No. Aer2 — 5 Relating to the Implementation of the Frequency Allotment Plan in the Bands Allocated Exclusively to the Aeronautical Mobile (R) Service between 2 850 and 17 970 kHz 100

RESOLUTION No. Aer2 — 6 Relating to the Use of Frequency Bands, higher than the HF Bands, in the Aeronautical Mobile (R) Service and the Aeronautical Mobile-Satellite (R) Service for Communication and for Meteorological Broadcasts 101

RESOLUTION No. Aer2 — 7 Relating to the Use of Frequencies of the Aeronautical Mobile (R) Service 102

RESOLUTION No. Aer2 — 8 Relating to the Abrogation of various Resolutions and a Recommendation of the Extraordinary Administrative Radio Conference, Geneva, 1966, and a Resolution of the Administrative Radio Conference, Geneva, 1959 103

RECOMMENDATIONS [1]

RECOMMENDATION No. Aer2 — 1 Relating to the Development of Techniques which would help to reduce Congestion in the High Frequency Bands Allocated to the Aeronautical Mobile (R) Service 104

RECOMMENDATION No. Aer2 — 2 Relating to the Efficient Use of Aeronautical Mobile (R) World-Wide Frequencies 104

RECOMMENDATION No. Aer2 — 3 Relating to Cooperation in the Efficient Use of World-Wide Frequencies in the Aeronautical Mobile (R) Service 105

RECOMMENDATION No. Aer2 — 4 Relating to the Transition from the Existing to the Revised Frequency Allotment Plan in the Bands Allocated Exclusively to the Aeronautical Mobile (R) Service between 2 850 and 17 970 kHz 106

RECOMMENDATION No. Aer2 — 5 Relating to the Inclusion of the Band 21 924 — 22 000 kHz in the Frequency Allotment Plan for the Aeronautical Mobile (R) Service (Appendix 27 Aer2 to the Radio Regulations) 107

RECOMMENDATION No. Aer2 — 6 Relating to the Concordance of the French, English and Spanish Texts of No. 429 of the Radio Regulations 110

RECOMMENDATION No. Aer2 — 7 Relating to No. 27/123 of Appendix 27 Aer2 — Sub-Area 5B 110

RECOMMENDATION No. Aer2 — 8 To the World Administrative Radio Conference, 1979, Relating to the Inapplicability of Resolution No. 13 to the Aeronautical Mobile (R) Service . 111

RECOMMENDATION No. Aer2 — 9 Relating to Public Correspondence with aircraft 111

[1] Not printed herein. [Footnote added by the Department of State.]

PARTIAL REVISION OF THE RADIO REGULATIONS [1] [2]

The Plenipotentiary Conference, Malaga-Torremolinos, 1973, at its 25th Plenary Meeting, approved the principle of convening a World Administrative Radio Conference on the Aeronautical Mobile (R) Service subject to receipt of a sufficient number of requests from administrations of the Members of the Union.

At its 29th Session (1974) the Administrative Council examined requests to convene the Conference from four countries Members of the Union. It also took note of a letter from the Secretary-General of the International Civil Aviation Organization (ICAO) on this question. The Administrative Council instructed the Secretary-General to request Members to inform him of their views.

At the 30th Session (1975) the Administrative Council examined the Secretary-General's report on this enquiry and, after consulting the Members of the Union, adopted Resolution No. 763 containing the agenda of the Conference and stipulating that it should meet in Geneva on 7 March 1977 for a maximum duration of four weeks.

At its 31st Session (1976), having examined the budget and in view of financial difficulties, the Administrative Council proposed to Members of the Union that the Conference be postponed until 6 February 1978, that its duration should not exceed four weeks and that the agenda item concerning the re-arrangement of the Radio Regulations be transferred to the World Broadcasting-Satellite Administrative Radio Conference (Geneva, 1977). Those proposals were approved by the Members of the Union.

The World Administrative Radio Conference on the Aeronautical Mobile (R) Service accordingly convened on the appointed date, and considered and revised the relevant parts of the Radio Regulations in conformity with its agenda. Particulars of this revision are given in Annexes 1 and 2 hereto.

The revised provisions of the Radio Regulations shall form an integral part of the Radio Regulations which are annexed to the International Telecommunication Convention. These revised provisions shall come into force on and from 1 September 1979, except for the Frequency Allotment Plan for the aeronautical mobile (R) service contained in Appendix 27 Aer2 which shall come into force at 00.01 hours G.M.T. on 1 February 1983. The provisions of the Radio Regulations which are cancelled, superseded or modified by these revised provisions shall be abrogated on the dates of the entry into force of the revised provisions.

The delegates signing this revision of the Radio Regulations hereby declare that, should an administration make reservations concerning the application of one or more of the revised provisions of the Radio Regulations, no other administration shall be obliged to observe that provision, or those provisions, in its relations with that particular administration.

---

[1] Namely the Radio Regulations, Geneva, 1959, as partially revised by the Extraordinary Administrative Radio Conference to Allocate Frequency Bands for Space Radiocommunication Purposes (Geneva, 1963), by the Extraordinary Administrative Radio Conference for the Preparation of a Revised Allotment Plan for the Aeronautical Mobile (R) Service (Geneva, 1966), by the World Administrative Radio Conference to deal with matters relating to the Maritime Mobile Service (Geneva, 1967), by the World Administrative Radio Conference for Space Telecommunications (Geneva, 1971) and by the World Maritime Administrative Radio Conference (Geneva, 1974).

---

[2] TIAS 4893, 5603, 6332, 6590, 7435, 8599; 12 UST 2377; 15 UST 887; 18 UST 2091; 19 UST 6717; 23 UST 1527; 28 UST 3909. [Footnote 2 added by the Department of State.]

Members of the Union shall inform the Secretary-General of their approval of the revision of the Radio Regulations by the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978). The Secretary-General shall inform Members promptly regarding receipt of such notifications of approval.

In witness whereof the delegates of the Members of the Union represented at the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) have signed in the names of their respective countries this revision of the Radio Regulations in a single copy which will remain in the archives of the International Telecommunication Union and of which a certified copy will be delivered to each Member of the Union.[1]

Done at Geneva, 5 March 1978.

For the Republic of Afghanistan:

ABDUL-RAZEQ NAQARAR

For the Algerian Democratic and Popular Republic:

N. BOUHIRED
M. BENCHEMAM
M. AIT BENHAMOU

For the Federal Republic of Germany:

R. BINZ
K. SPINDLER

For the People's Republic of Angola:

JOSÉ GUALBERTO DE MATOS

For the Kingdom of Saudi Arabia:

IBRAHIM AHMED OBAID
ABDULRAHMAN A. DAGHISTANI
SAEED ABDULLA AL-FARHA AL-GHAMDI
HAIDAR ABDULLAH HUSSEIN
HAMID MOHAMMED OMAIRY

For the Argentine Republic:

MARCELO OTERO MOSTEIRIN

For Australia:

P. D. BARNES
KEITH H. KING

For the State of Bahrain:

YOUSIF AHMED SULMAN

For the People's Republic of Bangladesh:

A. M. AHSANULLAH
S. A. MOTALIB

For Belgium:

THEYS A. V. G.
GODART H. F. J.

For the Byelorussian Soviet Socialist Republic:

P. AFANASIEV

For the Republic of Bolivia:

CLOVIS VELAZQUEZ ALQUIZALETH

For the Federative Republic of Brazil:

PAULO RICARDO HERMANO BALDUINO

For the People's Republic of Bulgaria:

IVAN IGNATOV

For the United Republic of Cameroon:

VICTOR I. N. VEGA
JEAN ESSESSE-DIKONGUE

For Canada:

E. D. DuCHARME

For Chile:

JAIME LAGOS

---

[1] Statements made by signatory delegations appear in the Final Protocol, pp. 3905–3917. [Footnote added by the Department of State.]

For the People's Republic of China:

WANG NAI-TIEN

For the Republic of Colombia:

ORLANDO GALLO SUÁREZ
ALIRIO GUTIÉRREZ DÍAZ

For the Republic of Korea:

SHINYONG LHO
CHANG SOO KO
JEONG JAI IM
HYUN DUK KIM
JONG SOUNG KIM

For the Republic of the Ivory Coast:

GNONSOA KOMOANGNAN JEAN

For Cuba:

FRANCISCO RODRIGUEZ ACOSTA

For Denmark:

P. V. LARSEN
V. O. BENDTSEN
E. BIRCH

For the United Arab Emirates:

ALI SALIM AL-OWAIS
HALIM J. FANOUS

For Ecuador:

CESAR LARA

For Spain:

MANUEL VALBUENA GRANADOS
LUIS GARCIA-CEREZO
JOSÉ L. BARRANCO ALVAREZ

For the United States of America:

BETTY C. DILLON
CARLTON A. KEYS

For Ethiopia:

TESFATSION SEBHATU
MITIKU AYANA

For Finland:

T. HAHKIO
J. KARJALAINEN

For France:

CHEF MAURICE
DHENIN CHRISTIAN-JACK

For the Gabon Republic:

ASSOKO-ALLOGO-ANDRE

For Greece:

ANDRÉ S. METAXAS
C. HAGER
G. STAMATOPOULOS
N. BENMAYOR

For the Republic of Guatemala:

OLMEDO AISAR VASQUEZ TOLEDO
EDUARDO RIVERA PÉREZ

For the Republic of Guinea:

DIALLO MAMADOU SALIOU

For the Republic of Upper Volta:

KABA YOUSSOUF

For the Hungarian People's Republic:

Dr. HORVÁTH LAJOS

For the Republic of India:

T. V. SRIRANGAN
Dr. S. C. MAJUMDAR
M. D. JOSHI
BISWAPATI CHAUDHURI

For the Republic of Indonesia:

TH. A. PRATOMO
F. M. JASIN

For Iran:

A. HAKIMIAN

For Ireland:

O'NEILL DANIEL J.

For Italy:

PETTI A.

For Japan:

KIKKAWA KYUSO
FUJIOKA MASAYOSHI

For the Republic of Kenya:

S. A. MALUMBE
I. N. ODUNDO
S. M. CHALLO

For the State of Kuwait:

ABDULRAHMAN S. ALDUWAISAN
FAISAL MANSOUR AL TAHOO
AHMAD AL-HASAWI
SAMI KHALED AL-AMER

For the Republic of Liberia:

SAMUEL H. BUTLER, SR

For the Socialist People's Libyan Arab Jamahiriya:

MOHAMED SALEH ALSABEY

For Malaysia:

K. P. RAMANATHAN MENON

For the Kingdom of Morocco:

HASBI BOUCHAÏB

For Mauritius:

J. SOOBARAH

For the Islamic Republic of Mauritania:

MANGASSOUBA A.

For Mexico:

IGNACIO VALADEZ GUTIERREZ

For the Federal Republic of Nigeria:

RAPHAEL EJOH NATHAN INOMA
JONATHAN APIAFI HART

For Norway:

L. GRIMSTVEIT
ARNE BØE
THORMOD BØE

For New Zealand:

ROBERT JOHN BUNDLE
ROSS WILLIAM BECKER
RAYMOND KENNETH PEARSON

For the Islamic Republic of Pakistan:

S. H. QURESHI
MUSHTAQ AHMAD

For the Republic of Panama:

ISMAEL GARCÍA GRIMALDO
AQUILINO P. VILLAMONTE RAMOS

For Papua New Guinea:

G. H. RAILTON
S. KULUPI
C. R. EMERY

For the Republic of Paraguay:

ING. MIGUEL HORACIO GINI ESPINOLA
HECTOR RAUL VEGA ALMIRON

For the Kingdom of the Netherlands:

W. DAMMERS
A. R. VISSER

For the Republic of the Philippines:

BRILLANTES HORTENCIO J.
CARREON CEFERINO S.
SAN JUAN HERACLIO L.
MARASIGAN RICARDO B.

For the People's Republic of Poland:

KONRAD KOZŁOWSKI
HALINA SMOLEŃSKA

For Portugal:

ADRIANO DE CARVALHO
DOMINGOS FRANCO

For the State of Qatar:

En. ABDULLAH ALI OMER AL-MANNAI

For the Syrian Arab Republic:

HAITHAM HABBAB
HAYAN MAHFOUZ

For the German Democratic Republic:

CALOV

For the Democratic People's Republic of Korea:

KIM RYE HYON

For the Ukrainian Soviet Socialist Republic:

V. SAVANTCHUK

For the Socialist Republic of Roumania:

CONSTANTIN CEAUŞESCU

For the United Kingdom of Great Britain and Northen Ireland:

D. E. BAPTISTE
G. W. NORTH

For the Democratic Republic of Sao Tome and Principe:

FERNANDO RAMOS DAS NEVES
DEOLINDO COSTA

For the Republic of the Senegal:

ALIOUNE MBODJI DIONE
AMADOU BALLA DIAGNE

For the Republic of Singapore:

WAN SENG KONG

For Sweden:

KRISTER BJÖRNSJÖ

For the Confederation of Switzerland:

H. BLASER
H. A. KIEFFER

For the United Republic of Tanzania:

FRANK M. MGAYA

For the Czechoslovak Socialist Republic:

Ing. F. KRÁLÍK

For Thailand:

SUCHART P. SAKORN
DANAI LEKHYANANDA
VORAPUTHI JAYANAMA

For the Union of Soviet Socialist Republics:

BADALOV A. L.

For the Oriental Republic of Uruguay:

Col. (Av) JOSÉ R. HEGUI
ROSENDO F. HERNANDEZ

For the Republic of Venezuela:

CARLOS J. MARTINEZ
DE LA ROSA MARRAS MIGUEL J.
ALEJANDRO MADRIGAL
ALCAZAR N. V.
BELLORIN J. R.

For the Yemen Arab Republic:

AHMED HASSAN ELZAGGAR

For the People's Democratic Republic of Yemen:

OMER ABDULLA YAFAI

For the Socialist Federal Republic of Yugoslavia:

DULOVIĆ LJUBOMIR

ANNEX 1

Partial revision of Articles 5, 9, 28 and 35 of the Radio Regulations and Appendices 1 and 3 to these Regulations

ARTICLE 5

Article 5 of the Radio Regulations shall be amended as follows:

Replace Regulation No. 201A by the following new text:

MOD **201A** **Aer2** The frequencies 2 182 kHz, 3 023 kHz, 5 680 kHz, 8 364 kHz, 121.5 MHz, 156.8 MHz and 243 MHz may also be used, in accordance with the procedures in force for terrestrial radiocommunication services, for search and rescue operations concerning manned space vehicles.

The same applies to the frequencies 10 003 kHz, 14 993 kHz and 19 993 kHz, but in each of these cases emissions must be confined in a band of ± 3 kHz about the frequency.

Replace Regulation No. 205A by the following new text:

MOD **205A** **Aer2** The carrier (reference) frequencies 3 023 kHz and 5 680 kHz may also be used, in accordance with Nos. **1326C** and **1353B** respectively, by stations of the maritime mobile service engaged in coordinated search and rescue operations.

ARTICLE 9

Article 9 of the Radio Regulations shall be amended as follows:

After Regulation No. 553 add the following new Regulation:

ADD **553A** **Aer2** *aa)* the notice is in conformity with the provisions of No. **501**;

Regulation No. 557 is amended as follows:

(MOD) **557** **Aer2** . . . . . Plan;

After Regulation No. 557 add the following new Regulation:

ADD **557A** **Aer2** (2A) A notice which is not in conformity with the provisions of No. **553A** shall be examined with respect to Nos. **520** and **521**. The date to be entered in Column 2b shall be determined in accordance with the relevant provisions of Section III of this Article.

Replace Regulation No. 558 by the following new text:

MOD **558 Aer2** (3) In the case of a notice in conformity with the provisions of Nos. **553A** to **556**, but not with those of No. **557**, the Board shall examine whether the protection specified in Appendix 27 Aer2 (Part I, Section IIA, paragraph 5) is afforded to the allotments in the Plan. In doing so, the Board shall assume that the frequency will be used in accordance with the "Sharing conditions between areas" specified in Appendix 27 Aer2, Part I, Section IIB, paragraph 4.

ARTICLE 28

Article 28 of the Radio Regulations shall be amended as follows:

Replace Regulation No. 969A by the following new text:

MOD **969A Aer2** (3) The aeronautical carrier (reference) frequencies 3 023 kHz and 5 680 kHz may be used by mobile stations for search and rescue scene-of-action coordination purposes, including communication between these stations and participating land stations, in accordance with any special arrangements by which the aeronautical mobile service is regulated (see Nos. **1326C** and **1353B**).

ARTICLE 35

Article 35 of the Radio Regulations shall be amended as follows:

Replace Regulation No. 1326C by the following new text:

MOD **1326C Aer2** § 3A. The aeronautical carrier (reference) frequency 3 023 kHz may be used for intercommunication between mobile stations when engaged in coordinated search and rescue operations, including communication between these stations and participating land stations, in accordance with the provisions of Appendix 27 Aer2.

Replace Regulation No. 1353B by the following new text:

MOD **1353B Aer2** § 15A. The aeronautical carrier (reference) frequency 5 680 kHz may be used for intercommunication between mobile stations when engaged in coordinated search and rescue operations, including communication between these stations and participating land stations, in accordance with the provisions of Appendix 27 Aer2.

APPENDIX 1

Appendix 1 to the Radio Regulations shall be amended as follows:

Replace paragraph 3 on page AP1-15 of the Radio Regulations by the following text:

MOD 3. In any case where there are one or more reference frequencies in a particular transmission (e.g. in the case of *(a)* the frequency of the reduced carrier in an independent or single-sideband emission, and *(b)* the frequencies of the sound and vision

carriers in a television emission), such reference frequencies shall be supplied. In the case of television broadcasting stations in Region 1, each notice shall include, as supplementary information, both the frequency of the other carrier and the assigned frequency.

APPENDIX 3

Mar Mar2 Aer2

Appendix 3 to the Radio Regulations shall be amended as follows:

Table of frequency tolerances *

(See Article 12)

	Frequency bands (lower limit exclusive, upper limit inclusive) and Categories of stations	Tolerances applicable until 1st January, 1966* to transmitters in use and to those to be installed before 1st January, 1964	Tolerances applicable to new transmitters installed after 1st January, 1964 and to all transmitters after 1st January, 1966*
		* 1st January, 1970 in the case of all tolerances marked with an asterisk.	
	. . . . .		
	Band: 1 605 to 4 000 kHz		
	. . . . .		
MOD	2. *Land stations*		
	– power 200 W or less	100	100 *h) l) r)*
	– power above 200 W	50	50 *h) l) r)*
	3. *Mobile stations*		
	. . . . .		
MOD	c) Aircraft stations	200*	100* *r)*
	Band: 4 to 29.7 MHz		
	. . . . .		
	2. *Land stations*		
	. . . . .		
MOD	b) Aeronautical stations:		
	– power 500 W or less	100	100 *r)*
	– power above 500 W	50	50 *r)*
	. . . . .		
	3. *Mobile stations*		
	. . . . .		
MOD	c) Aircraft stations	200*	100* *r)*

Notes referring to Table of Frequency Tolerances

after note q) add the following new note:

ADD

r) For single-sideband transmitters operating in the frequency bands 1 605-4 000 kHz and 4-29.7 MHz which are allocated exclusively to the aeronautical mobile (R) service, the tolerance on the carrier (reference) frequency is:

1.	for all aeronautical stations	10 Hz
2.	for all aircraft stations operating on international services	20 Hz
3.	for aircraft stations operating exclusively on national services	50 Hz ••

•• *Note.* – In order to achieve maximum intelligibility it is suggested that administrations encourage the reduction of this tolerance to 20 Hz.

ANNEX 2

Revision of Appendix 27 to the Radio Regulations

Appendix 27 to the Radio Regulations shall be amended as follows:

TABLE OF CONTENTS

PART I

General Provisions

		Page	*[Pages herein]*
SECTION I.	Definitions	13	3838
SECTION II.	Technical and Operational Principles used for the Establishment of the Plan of Allotment of Frequencies in the Aeronautical Mobile (R) Service		
	A. Channel characteristics and utilization	14	3839
	B. Interference range contours	17	3842
	Major World Air Route Area Maps (MWARAs) (Maps 1, 4 and 6)	Pocket *	
	Regional and Domestic Air Route Area Maps (RDARAs) (Maps 2, 5 and 7)		
	VOLMET Allotment and Reception Area Maps (Maps 3, 8 and 9)		
	Transparencies used with above Maps		
	C. Classes of emission and power	20	3846
	D. Limits to the power levels of unwanted emissions	23	3848
	E. Other technical provisions	24	3849

PART II

Plan for the Allotment of Frequencies for the Aeronautical Mobile (R) Service in the Exclusive Bands between 2 850 and 17 970 kHz

SECTION I.	Description of the Boundaries of the Areas and Sub-Areas		
Article 1.	Description of the Boundaries of the Major World Air Route Areas (MWARAs)	26	3851
Article 2.	Description of the Boundaries of the Regional and Domestic Air Route Areas (RDARAs)	29	3854

* Certain errors which have been found in the plotting of the limits of areas in the maps of the Final Acts presented to the signature have been corrected.

		Page	[Pages herein]
Article 3.	Description of the Boundaries of the VOLMET Allotment Areas and VOLMET Reception Areas	47	3872
Article 4.	World-wide Allotment Areas	50	3875
SECTION II.	Allotment of Frequencies in the Aeronautical Mobile (R) Service		
Article 1.	Frequency Allotment Plan by Areas	51	3876
Article 2.	Frequency Allotment Plan (in numerical order of frequencies)	59	3884
Article 3.	Frequencies for common use	78	3903

MOD

APPENDIX 27 Aer2

to the Radio Regulations

Frequency Allotment Plan for the Aeronautical Mobile (R) Service and Related Information

(See Article 7 of the Radio Regulations)

PART I

General Provisions

Section I

Definitions

After number 27/8 add the following new number:

ADD **27/8A Aer2** 8A. *A World-Wide Allotment Area* is one in which frequencies are allotted to provide long-distance communication between an aeronautical station within that allotment area and aircraft operating anywhere in the world [1].

Replace number 27/9 by the following new text:

MOD **27/9 Aer2** 9. *A Family of Frequencies in the Aeronautical Mobile (R) Service* contains two or more frequencies selected from different aeronautical mobile (R) bands and is intended to permit communication at any time within the authorized area of use (see Nos. **27/189** to **27/207**) between aircraft stations and appropriate aeronautical stations.

ADD **27/8A.1 Aer2** [1] The type of communication referred to in **27/8A** may be regulated by administrations.

Section II

Technical and Operational Principles used for the Establishment of the Plan of Allotment of Frequencies in the Aeronautical Mobile (R) Service

Replace the title following the title of Section II by the following new title:

MOD **A. Channel characteristics and utilization**

1. *Frequency separation*

Replace numbers 27/10 and 27/11 by the following new texts:

MOD **27/10** **Aer2**

1.1 The frequency separation between carrier (reference) frequencies shall be 3 kHz. This is adequate to permit communications using the classes of emission referred to in Nos. **27/49-27/52** in the frequency bands between 2 850 kHz and 17 970 kHz allocated exclusively to the aeronautical mobile (R) service. The carrier (reference) frequency of the channels in the Plan shall be an integral multiple of 1 kHz.

MOD **27/11** **Aer2**

1.2 For radiotelephone emissions the audio frequencies will be limited to between 300 and 2 700 Hz and the occupied bandwidth of other authorized emissions will not exceed the upper limit of A3J emissions. In specifying these limits, however, no restriction in their extension is implied in so far as emissions other than A3J are concerned, provided that the limits of unwanted emissions are met (see Nos. **27/66B** and **27/66C**).

After number 27/11 add the following new numbers:

ADD **27/11A** **Aer2**

Note: For aircraft and aeronautical station transmitter types first installed before 1 February 1983, the audio frequencies will be limited to 3 000 Hz.

ADD **27/11B** **Aer2**

1.3 On account of the possibility of interference, a given channel should not be used in the same allotment area for radiotelephony and data transmissions.

Replace number 27/12 by the following new text:

MOD **27/12** **Aer2**

1.4 The use of channels derived from the frequencies indicated in No. **27/16** for the various classes of emissions other than A3J and A2H will be subject to special arrangements by the administrations concerned and affected in order to avoid harmful interference which may result from the simultaneous use of the same channel for several classes of emission.

Delete number 27/13.

Replace numbers 27/14 and 27/15 by the following new texts:

MOD **27/14** **Aer2**

1.5 To preclude the possibility of interference, adjacent channels in the list of frequencies in No. **27/16** have not as a rule been allotted to the same MWARA, RDARA or VOLMET areas. However, to satisfy particular needs, the administrations concerned may conclude special arrangements for the assignment of adjacent channels derived from the frequencies in the table (No. **27/16**).

MOD **27/15** **Aer2**

1.6 The arrangements contemplated in Nos. **27/12** and **27/14** should be made under the Articles of the International Telecommunication Convention and the Radio Regulations entitled "Special Arrangements".

Replace the sub-title preceding number 27/16 and number 27/16 by the following new texts:

MOD

2. *Frequencies allotted*

MOD **27/16** **Aer2**

The list of carrier (reference) frequencies allotted in the bands allocated exclusively to the aeronautical mobile (R) service, on the basis of the frequency separation provided for under No. **27/10**, will be found in the following table [1]: [2]

[*see page 16* [*3841*]]

ADD **27/16.1** **Aer2**

[1] To calculate the assigned frequency from a carrier (reference) frequency given in the table, reference should be made to Nos. **27/72**, **27/72B** and **27/73**.

[2] The tables are printed with the English text only. [Footnote added by the Department of State.]

kHz

2 850-3 025

2 851	2 938	57 channels
2 854	2 941	
2 857	2 944	
2 860	2 947	
2 863	2 950	
2 866	2 953	
2 869	2 956	
2 872	2 959	
2 875	2 962	
2 878	2 965	
2 881	2 968	
2 884	2 971	
2 887	2 974	
2 890	2 977	
2 893	2 980	
2 896	2 983	
2 899	2 986	
2 902	2 989	
2 905	2 992	
2 908	2 995	
2 911	2 998	
2 914	3 001	
2 917	3 004	
2 920	3 007	
2 923	3 010	
2 926	3 013	
2 929	3 016	
2 932	3 019	
2 935		
3 023		(R) and (OR)

3 400-3 500

3 401	3 452	33 channels
3 404	3 455	
3 407	3 458	
3 410	3 461	
3 413	3 464	
3 416	3 467	
3 419	3 470	
3 422	3 473	
3 425	3 476	
3 428	3 479	
3 431	3 482	
3 434	3 485	
3 437	3 488	
3 440	3 491	
3 443	3 494	
3 446	3 497	
3 449		

4 650-4 700

4 651	4 675	16 channels
4 654	4 678	
4 657	4 681	
4 660	4 684	
4 663	4 687	
4 666	4 690	
4 669	4 693	
4 672	4 696	

5 450-5 480

Region 2

5 451	5 466	9 channels
5 454	5 469	
5 457	5 472	
5 460	5 475	
5 463		

5 480-5 680

5 481	5 580	66 channels
5 484	5 583	
5 487	5 586	
5 490	5 589	
5 493	5 592	
5 496	5 595	
5 499	5 598	
5 502	5 601	
5 505	5 604	
5 508	5 607	
5 511	5 610	
5 514	5 613	
5 517	5 616	
5 520	5 619	
5 523	5 622	
5 526	5 625	
5 529	5 628	
5 532	5 631	
5 535	5 634	
5 538	5 637	
5 541	5 640	
5 544	5 643	
5 547	5 646	
5 550	5 649	
5 553	5 652	
5 556	5 655	
5 559	5 658	
5 562	5 661	
5 565	5 664	
5 568	5 667	
5 571	5 670	
5 574	5 673	
5 577	5 676	
5 680		(R) and (OR)

6 525-6 685

6 526	6 607	53 channels
6 529	6 610	
6 532	6 613	
6 535	6 616	
6 538	6 619	
6 541	6 622	
6 544	6 625	
6 547	6 628	
6 550	6 631	
6 553	6 634	
6 556	6 637	
6 559	6 640	
6 562	6 643	
6 565	6 646	
6 568	6 649	
6 571	6 652	
6 574	6 655	
6 577	6 658	
6 580	6 661	
6 583	6 664	
6 586	6 667	
6 589	6 670	
6 592	6 673	
6 595	6 676	
6 598	6 679	
6 601	6 682	
6 604		

8 815-8 965

8 816	8 891	49 channels
8 819	8 894	
8 822	8 897	
8 825	8 900	
8 828	8 903	
8 831	8 906	
8 834	8 909	
8 837	8 912	
8 840	8 915	
8 843	8 918	
8 846	8 921	
8 849	8 924	
8 852	8 927	
8 855	8 930	
8 858	8 933	
8 861	8 936	
8 864	8 939	
8 867	8 942	
8 870	8 945	
8 873	8 948	
8 876	8 951	
8 879	8 954	
8 882	8 957	
8 885	8 960	
8 888		

10 005-10 100

10 006	10 054	31 channels
10 009	10 057	
10 012	10 060	
10 015	10 063	
10 018	10 066	
10 021	10 069	
10 024	10 072	
10 027	10 075	
10 030	10 078	
10 033	10 081	
10 036	10 084	
10 039	10 087	
10 042	10 090	
10 045	10 093	
10 048	10 096	
10 051		

11 275-11 400

11 276	11 339	41 channels
11 279	11 342	
11 282	11 345	
11 285	11 348	
11 288	11 351	
11 291	11 354	
11 294	11 357	
11 297	11 360	
11 300	11 363	
11 303	11 366	
11 306	11 369	
11 309	11 372	
11 312	11 375	
11 315	11 378	
11 318	11 381	
11 321	11 384	
11 324	11 387	
11 327	11 390	
11 330	11 393	
11 333	11 396	
11 336		

13 260-13 360

13 261	13 312	33 channels
13 264	13 315	
13 267	13 318	
13 270	13 321	
13 273	13 324	
13 276	13 327	
13 279	13 330	
13 282	13 333	
13 285	13 336	
13 288	13 339	
13 291	13 342	
13 294	13 345	
13 297	13 348	
13 300	13 351	
13 303	13 354	
13 306	13 357	
13 309		

17 900-17 970

17 901	17 937	23 channels
17 904	17 940	
17 907	17 943	
17 910	17 946	
17 913	17 949	
17 916	17 952	
17 919	17 955	
17 922	17 958	
17 925	17 961	
17 928	17 964	
17 931	17 967	
17 934		

Delete numbers 27/17, 27/18 and 27/19.

Replace number 27/20 by the following new text:

MOD **27/20** **Aer2** 4. The International Civil Aviation Organization (ICAO) coordinates radiocommunications of the aeronautical mobile (R) service with international aeronautical operations and this Organization should be consulted in all appropriate cases in the operational use of the frequencies in the Plan.

Replace number 27/23 by the following new text:

MOD **27/23** **Aer2** 7. The coordination described in No. **27/20** shall be effected where appropriate and desirable for the efficient utilization of the frequencies in question, and especially when the procedures of No. **27/22** are unsatisfactory.

B. Interference range contours

Replace the sub-title preceding number 27/24 and number 27/24 by the following new texts:

MOD **27/24** **Aer2** 1. *General provisions*

ADD **27/24A** **Aer2** 1.1 *Service range*

Due to factors such as the power of the transmitter, propagation loss, noise level, etc., there is a limit to the distance at which reliable communications can be effected between an aeronautical station and an aircraft station. This limiting distance, based on the weakest path, is the service range. The boundary of the air route area is often assumed to be the limiting distance.

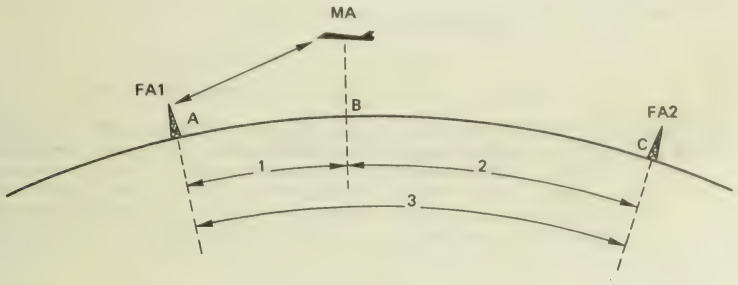
ADD **27/24B** **Aer2** 1.2 *Interference range*

This is the minimum distance from the limit of the service range of a wanted station to a potentially interfering station needed to produce a protection ratio of 15 dB. This protection ratio is between the wanted signal at an aircraft station at the limit of the service range and the signal from a potentially interfering aeronautical station operating on the same frequency. The interference range has been calculated for different frequencies indicated on the data tables contained in Nos. **27/39-27/48** for day and night conditions, for median latitudes, for conditions of median sunspot activity and for a mean effective radiated power of 1 kW at the aeronautical station.

ADD **27/24C** **Aer2** 1.3 *Repetition distance*

This is the distance at which a frequency may be successfully shared and is equal to the sum of the service range and the interference range.

ADD **27/24D** **Aer2** 1.4 Figure 1 illustrates the use of the concept of interference range in frequency planning through the determination of repetition distance.



FA1 = aeronautical station in communication with aircraft station MA.

FA2 = aeronautical station in communication with aircraft stations other than MA.

MA = aircraft station in communication with aeronautical station FA1.

1 = service range AB.

2 = interference range CB.

3 = repetition distance AC.

FIGURE 1

Service range, interference range, repetition distance

ADD **27/24E** **Aer2** 1.5 The transparencies associated with this Appendix show, for the frequencies stated, the interference range defined in No. **27/24B** between an interfering aeronautical station and an aircraft station operating at the limit of its service range. Because of the variability of propagation conditions not only from hour to hour within the daytime and night time periods but also from day to day, with season, with solar activity level and geographic location, the 15 dB protection ratio may be expected to have marked variations and accordingly a greater protection may be available much of the time, especially when the aircraft is not operating at the limit of its service range.

ADD **27/24F** **Aer2** 1.6 Supplementary information on service range, interference range and repetition distance, as well as on the use of the transparencies can be found in the technical documentation issued by the IFRB, such as texts of the IFRB Seminar on frequency management and use of the frequency spectrum; Doc. No. 11/76 or revisions thereof.

Replace number 27/25 by the following new text:

MOD **27/25** **Aer2** 1.7 Two types of transparencies are provided for use respectively with the Mercator projection world maps and the Lambert azimuthal equal area projection maps for the polar areas. The Mercator projection transparencies encompass the area between latitude 60° North and 60° South. The transparencies associated with the Polar area projections encompass the areas north of latitude 30° North and south of latitude 30° South. The Mercator projection overlaps the Polar projection maps between latitudes 30° and 60° North and 30° and 60° South. This overlap is intended to provide continuity between transparencies of the two projections.

2. *Type of maps used*

Replace number 27/26 by the following new text:

MOD **27/26 Aer2** The transparencies mentioned in Nos. **27/24E** and **27/25**, can be used only on a world or polar map of the projection and scales given on each transparency and will not be suitable for use on any other projection or scale. The world and polar maps associated with this Appendix, depicting MWARA, RDARA and VOLMET areas, are to the correct scale so that the transparencies carrying the interference range contours can be directly used on these maps. The auroral zones are marked on the polar maps.

4. *Sharing conditions between areas*

Preceding number 27/30 add the following new sub-title:

ADD 4.1 *Frequency bands 3 MHz to 11.3 MHz*

Replace numbers 27/30 and 27/31 by the following new texts:

MOD **27/30 Aer2** 4.1.1 The transparencies are constructed on the basis of the following sharing conditions:

Areas	Bands between: (MHz)	Sharing conditions
MWARA or VOLMET area to MWARA or VOLMET area	3 and 6.6 9 and 11.3	night propagation day propagation *Note:* 6.6 MHz and 5.6 MHz sharing conditions are considered to be the same
MWARA or VOLMET area to RDARA	3 and 5.6 6.6 and 11.3	night propagation day propagation
RDARA to RDARA	3 and 4.7 5.6 and 11.3	night propagation day propagation

MOD **27/31 Aer2** 4.1.2 The additional "Day" contours included for 3 MHz, 3.5 MHz and 4.7 MHz are for determining daylight sharing possibilities.

After number 27/31 add the following new sub-title and numbers:

ADD 4.2 *Frequency bands 13 MHz and 18 MHz*

ADD **27/31A Aer2** 4.2.1 The revised Frequency Allotment Plan for the 13 MHz and 18 MHz bands is based on daytime protection only. This results in the following sharing possibilities:

ADD **27/31B Aer2** 4.2.2 for the 13 MHz band, the repetition factor is at least 3 whilst for the 18 MHz band it is 4. It is to be noted that the longitudinal separation might be decreased to allow for a repetition of 4 (at 13 MHz) and 6 (at 18 MHz), taking into account operational and local circumstances;

ADD **27/31C Aer2** 4.2.3 the sharing takes into account the likely locations of the aeronautical stations rather than the area boundaries.

Replace numbers 27/32, 27/33, 27/34, 27/35 and 27/36, as well as the sub-title preceding them, by the following new texts:

MOD 5. *Method of use of the transparencies for the bands 3 MHz to 11.3 MHz*

MOD **27/32 Aer2** 5.1 Take the appropriate MWARA, RDARA or VOLMET area map associated with this Appendix and select the transparency for the frequency order and sharing conditions under consideration.

MOD **27/33 Aer2** 5.2 The equal area projections (Lambert) are applicable in the polar areas north of 60°N and south of 60°S; and the Mercator projections are applicable between 60°N and 60°S.

MOD **27/34 Aer2** 5.3 Place the centre of the transparency (i.e. the intersection of the axis of symmetry and the latitude line) over the boundary of the area (use the reception area boundary in the case of VOLMET) at the point on the boundary nearest to the potentially interfering transmitter or at the location of the interfering transmitter. Note the latitude of the selected point and use the interference range contour corresponding to this latitude.

MOD **27/35 Aer2** 5.4 A transmitter located at any point outside the contour will result, as defined in No. **27/24B**, in a protection ratio of better than 15 dB.

MOD **27/36 Aer2** 5.5 A transmitter located at any point inside the contour will result in a protection ratio of less than 15 dB. However, if the transmitter is located inside the contour but the propagation path traverses an auroral zone, it is assumed that the signal attenuation within this zone will result in a protection ratio of better than 15 dB.

19-198 O - 86 - 5

. . . . . .

(MOD) 27/37 [*Concerns the Spanish text only*][1]

. . . . . .

Delete number 27/38.

C. Classes of emission and power

1. *Classes of emission*

Replace numbers 27/49, 27/50, 27/51 and 27/52 by the following new texts:

MOD 27/49 Aer2 In the aeronautical mobile (R) service the use of emissions such as those listed below is permissible subject to compliance with the special provisions applicable to each case and provided that such use does not cause harmful interference to other users of the channel concerned.

MOD 27/50 Aer2 1.1 *Telephony — Amplitude modulation:*

— double sideband	A3 *
— single sideband, full carrier	A3H *
— single sideband, suppressed carrier	A3J

* A3 and A3H to be used only on 3 023 kHz and 5 680 kHz as well as in cases covered by Resolution N° Aer2 — 3, resolves 5.

1.2 *Telegraphy (including automatic data transmission)*

MOD 27/51 Aer2 1.2.1 *Amplitude modulation:*

— telegraphy without the use of a modulating audio frequency (by on-off keying)	A1 **
— telegraphy by the on-off keying of an amplitude modulating audio frequency or audio frequencies or by the on-off keying of the modulated emission and including selective calling, single sideband, full carrier	A2H
— multichannel voice frequency telegraphy, single sideband, suppressed carrier	A7J
— other transmissions such as automatic data transmission, single sideband, suppressed carrier	A9J

** (see number 27/52)

[1] The English and French texts only are printed herein. [Footnote added by the Department of State.]

MOD **27/52** **Aer2**

1.2.2 *Frequency modulation:*

– telegraphy by frequency shift keying without the use of a modulating audio frequency, one of two frequencies being emitted at any instant F1 **

** A1 and F1 are permitted provided they do not cause harmful interference to the classes of emission A2H, A3J, A7J and A9J. In addition, A1 and F1 emissions shall be in accordance with the provisions in Nos. **27/65** to **27/66C** and care should be taken to place these emissions at or near the centre of the channel. However, a modulating audio frequency is permitted with single sideband transmitters, where the carrier is supressed in accordance with No. **27/63.**

Delete number 27/53.

2. *Power*

Replace numbers 27/54, 27/55 and 27/56 by the following new texts:

MOD **27/54** **Aer2**

2.1 Unless otherwise specified in Part II of this Appendix, the peak envelope powers supplied to the antenna transmission line shall not exceed the maximum values indicated in the table below; the corresponding peak effective radiated powers being assumed to be equal to two-thirds of these values:

Class of emission	Stations	Maximum peak envelope power
A2H, A3J, A7J, A9J A3*, A3H* (100 % modulation)	Aeronautical stations Aircraft stations	6 kW 400 W
Other emissions such as A1, F1	Aeronautical stations Aircraft stations	1.5 kW 100 W

* A3 and A3H to be used only on 3 023 kHz, and 5 680 kHz, as well as in cases covered by Resolution No. Aer2–3, resolves 5.

MOD **27/55** **Aer2**

2.2 It is assumed that the maximum peak envelope powers specified above for aeronautical stations will produce the mean effective radiated power of 1 kW used as a basis for the interference range contours.

MOD **27/56** **Aer2**

2.3 In order to provide satisfactory communication with aircraft, aeronautical stations serving MWARA, VOLMET and world-wide allotment areas may exceed the power limits specified in No. **27/54**, except in the case of

3 023 kHz and 5 680 kHz which are subject to the special provisions of Nos. **27/208** to **27/214**. In each such case, the administration having jurisdiction over the aeronautical station shall note No. **694** of the Radio Regulations and ensure:

Replace number 27/62 by the following new text:

MOD **27/62** **Aer2** 2.4 It is recognized that the power employed by aircraft transmitters may, in practice, exceed the limits specified in No. **27/54**. However, the use of such increased power (which normally should not exceed 600 W P_p) shall not cause harmful interference to stations using frequencies in accordance with the technical principles on which the Allotment Plan is based.

After number 27/62 add the following new title:

ADD **D. Limits to the power levels of unwanted emissions**

Replace the sub-title preceding number 27/63 and number 27/63 by the following new texts:

MOD 1. *Technical provisions relating to the use of single-sideband emissions*

MOD **27/63** **Aer2** 1.1 *Definitions of carrier modes:*

Carrier mode	Level N (dB) of the carrier with respect to peak envelope power
Full carrier (for example A2H)	$0 > N > -6$
Suppressed carrier (for example A3J)	Aircraft stations $N < -26$ Aeronautical stations $N < -40$

Delete number 27/64.

Replace the sub-title preceding number 27/65 and the numbers 27/65 and 27/66 by the following new texts:

MOD 2. *Tolerance for levels of emission outside the necessary bandwidth*

MOD **27/65** **Aer2** 2.1 In a single-sideband transmission, the mean power of any emission supplied to the antenna transmission line of an aeronautical or aircraft station on any discrete frequency, shall be less than the mean power (P_m) of the transmitter in accordance with the table in No. **27/66**.

MOD **27/66 Aer2** 2.2 For aircraft station transmitter types and for aeronautical station transmitters first installed before 1 February 1983:

Frequency separation Δ from the assigned frequency kHz	Minimum attenuation below mean power (P_m) dB
$2 < \Delta < 6$	25
$6 < \Delta < 10$	35
$10 < \Delta$	Aircraft stations: 40 Aeronautical stations: $43 + 10 \log_{10} (P_m)$ (watts)

After number 27/66 add the following new numbers:

ADD **27/66A Aer2** *Note:* All transmitters first placed in operation after 1 February 1983 shall comply with the specifications contained in No. **27/66C**.

ADD **27/66B Aer2** 2.3 In a single-sideband transmission, the peak envelope power (P_p) of any emission supplied to the antenna transmission line of an aeronautical or aircraft station on any discrete frequency, shall be less than the peak envelope power (P_p) of the transmitter in accordance with the table in No. **27/66C**.

ADD **27/66C Aer2** 2.4 For aircraft station transmitters first installed after 1 February 1983 and for aeronautical station transmitters in use after 1 February 1983:

Frequency separation Δ from the assigned frequency kHz	Minimum attenuation below peak envelope power (P_p) dB
$1.5 < \Delta < 4.5$	30
$4.5 < \Delta < 7.5$	38
$7.5 < \Delta$	Aircraft stations: 43 Aeronautical stations *

* For transmitter power up to and including 50 watts: $43 + 10 \log_{10} P_p$ (watts). For transmitter powers more than 50 watts, the attenuation shall be at least 60 dB.

Delete numbers 27/67, 27/68, 27/69, 27/70 and 27/71.

After the new number 27/66C add the following new title:

ADD **E. Other technical provisions**

Replace the title preceding number 27/72 and number 27/72 by the the following new texts:

MOD 1. *Assigned frequencies*

MOD **27/72** **Aer2** 1.1 For single-sideband emissions, except the class of emission A2H, **the** assigned frequency shall be at a value 1400 Hz above the carrier (reference) frequency.

After number 27/72 add the following new numbers:

ADD **27/72A** **Aer2** 1.2 For aeronautical stations equipped with selective calling systems, **the** class of emission A2H shall be indicated in the Supplementary Information column of the form of notice (see Appendix 1 to the Radio Regulations).

ADD **27/72B** **Aer2** 1.3 For classes of emission A1 and F1 the assigned frequency shall **be** chosen in accordance with the provisions of the footnote to Nos. **27/51** and **27/52.**

Replace number 27/73 by the following new text:

MOD **27/73** **Aer2** 1.4 The assigned frequency of a station employing double sideband emissions (A3) shall be at the carrier (reference) frequency.

PART II

Replace the title of Part II by the following:

(MOD) **Plan for the Allotment of Frequencies for the Aeronautical Mobile (R) Service in the Exclusive Bands between 2 850 and 17 970 kHz**

Section I

Description of the Boundaries of the Areas and Sub-Areas

Replace number 27/76 by the following new text:

(MOD) **27/76 Aer2** 3. References to the name of a country or of a geographical area in the descriptions or on the maps and the borders shown on the maps do not imply the expression of any opinion whatsoever on the part of the ITU concerning the political status of such a country or geographical area or any official recognition of these borders.

ARTICLE 1

Description of the Boundaries of the Major World Air Route Areas (MWARAs)

Delete number 27/81.

Replace numbers 27/82, 27/83 and 27/84 by the following new texts:

MOD **27/82 Aer2** *Major World Air Route Area – CENTRAL EAST PACIFIC* (MWARA-CEP)

From the point 50°N 122°W through the points 38°N 120°W, 15°N 110°W, 20°S 145°W, 20°S 152°W, 30°N 165°W, to the point 50°N 122°W.

MOD **27/83 Aer2** *Major World Air Route Area – CENTRAL WEST PACIFIC* (MWARA-CWP)

From the point 40°N 117°E through the points 25°N 155°W, 17°N 155°W, 00° 165°W, 00° 170°E, 12°S 165°E, 12°S 136°E, 09°N 115°E, 23°N 114°E, to the point 40°N 117°E.

MOD **27/84**
Aer2

Major World Air Route Area – EUROPE
(MWARA-EUR)

From the point 33°N 12°W through the points 54°N 12°W, 70°N 00°, 74°N 40°E, 74°N 52°E, 60°N 52°E, 40°N 36°E, 29°N 35°30′E, 32°N 13°E, to the point 33°N 12°W.

Delete number 27/85.

After number 27/84 add the following new number:

ADD **27/85A**
Aer2

Major World Air Route Area – INDIAN OCEAN
(MWARA–INO)

From the South Pole through the points 30°S 26°E, 20°N 35°E, 30°N 60°E, 30°N 90°E, 30°S 120°E, 40°S 160°E to the South Pole.

Replace numbers 27/86 and 27/87 by the following new texts:

MOD **27/86**
Aer2

Major World Air Route Area – MIDDLE EAST
(MWARA-MID)

From the point 51°N 30°E through the points 57°N 37°E, 50°N 80°E, 44°N 94°E, 08°N 76°E, 11°45′N 42°E, 16°N 42°E, 30°N 30°E, to the point 51°N 30°E.

MOD **27/87**
Aer2

Major World Air Route Area – NORTH ATLANTIC
(MWARA-NAT)

From the North Pole through the points 60°N 135°W, 49°N 120°W, 49°N 74°W, 39°N 78°W, 18°N 66°W, 05°N 55°W, 16°N 26°W, 32°N 08°W, 44°N 02°E, 60°N 20°E, to the North Pole.

After number 27/87 add the following new number:

ADD **27/87A**
Aer2

Major World Air Route Area – NORTH CENTRAL ASIA
(MWARA-NCA)

From the North Pole through the points 75°N 10°E, 60°N 25°E, 30°N 25°E, 30°N 73°E, 37°N 73°E, 49°N 85°E, 42°N 97°E, 42°N 110°E, 45°N 113°E, 46°30′N 120°E, 49°N 116°E, 54°N 123°E, 45°N 133°E, 40°N 124°E, 30°N 124°E, 25°N 135°E, 65°N 170°W, to the North Pole.

Delete numbers 27/88, 27/89, 27/90, 27/91, 27/92 and 27/93.

Replace numbers 27/94 and 27/95 by the following new texts:

MOD **27/94** *Major World Air Route Area – NORTH PACIFIC*
Aer2 (MWARA-NP)

From the North Pole through the points 60°N 135°W, 47°N 118°W, 30°N 165°W, 30°N 115°E, 41°N 116°E, 55°N 135°E to the North Pole.

MOD **27/95** *Major World Air Route Area – AFRICA*
Aer2 (MWARA-AFI)

From the point 40°N 35°W, through the points 37°N 03°W, 37°N 44°E, the border between the Republic of Iraq and Iran, the points 29°N 48°E, 26°N 56°E, 20°N 62°E, 22°S 60°E, 35°S 30°E, 35°S 16°E, 05°N 03°W, 05°N 35°W, to the point 40°N 35°W.

Delete numbers 27/96 and 27/97.

Replace number 27/98 by the following new text:

MOD **27/98** *Major World Air Route Area – SOUTH ATLANTIC*
Aer2 (MWARA-SAT)

From the South Pole through the points 30°S 75°W, 19°S 53°W, 00° 60°W, 20°N 60°W, 25°N 25°W, 41°N 15°W, 41°N 03°W, 15°N 03°W, 20°S 32°E to the South Pole.

Delete number 27/99.

Replace number 27/100 by the following new text:

MOD **27/100** *Major World Air Route Area –SOUTH AMERICA*
Aer2 (MWARA-SAM)

From the South Pole through the points 15°N 125°W, 15°N 60°W, 10°N 60°W, 05°S 30°W, 36°S 52°W, to the South Pole.

Delete number 27/101.

Replace numbers 27/102 and 27/103 by the following new texts:

MOD **27/102**
Aer2

Major World Air Route Area – SOUTH EAST ASIA
(MWARA-SEA)

From the point 26°N 130°E, through the points 00° 130°E, 00° 135°E, 12°S 145°E, 12°S 160°E, 25°S 155°E, 40°S 150°E, 35°S 115°E, 18°N 62°E, 26°N 65°E, to the point 26°N 130°E.

MOD **27/103**
Aer2

Major World Air Route Area – SOUTH PACIFIC
(MWARA-SP)

From the South Pole through the points 38°S 145°E, 00° 167°E, 00° 175°W, 22°N 158°W, 22°N 156°W, 00° 120°W to the South Pole.

After number 27/103 add the following new number:

ADD **27/103A**
Aer2

Major World Air Route Area – EAST ASIA
(MWARA-EA)

From the point 55°N 124°E through the points 37°N 145°E, 26°N 130°E, 00° 130°E, 00° 80°E, 18°N 62°E, 37°N 67°E, 55°N 80°E to the point 55°N 124°E.

ARTICLE 2

Description of the Boundaries of the Regional and Domestic Air Route Areas (RDARAs)

Replace numbers 27/104, 27/105, 27/106, 27/107, 27/108, 27/109, 27/110 and 27/111 by the following new texts:

(MOD) **27/104**
Aer2

Regional and Domestic Air Route Area-1
(RDARA-1)

From the North Pole along the 15°W meridian to the point 72°N 15°W, then through the points 40°N 50°W, 30°N 39°W, 30°N 10°W, 31°N 10°W, to the point 31°N 10°E. Then along the Libya-Tunisia border to the Mediterranean, thence along the coast of Libya and the Arab Republic of Egypt to Alexandria. Thence to Cairo, eastward along the Cairo parallel to intersect the 40°E meridian, and north along the 40°E meridian to the south coast of the Black Sea. Thence west along the Black Sea coast of Turkey to intersect the 30°E meridian, then along the 30°E meridian to the border of Roumania and the U.S.S.R., thence along the border between the U.S.S.R. and the following countries: Roumania, Hungary, the Czechoslovak Socialist Republic and Poland. Thence along the U.S.S.R. Baltic Sea coast, to the border between Finland and the U.S.S.R., and between Norway and the U.S.S.R., to the point 70°N 32°E, and along the 32°E meridian to the North Pole.

MOD **27/105** *Sub-Area 1A*
Aer2

From the point 65°N 26°W, and through the points 40°N 50°W, 40°N 20°W, 60°N 20°W, 60°N 26°W, to the point 65°N 26°W.

MOD **27/106** *Sub-Area 1B*
Aer2

From the North Pole along the 15°W meridian to the point 72°N 15°W, then through the points 65°N 26°W, 60°N 26°W, 60°N 20°W to the points 50°N 20°W and 50°N 10°W, thence east along the territorial waters between the Channel Islands and the French coastline, reaching the latter at the meridian 03°W. Thence following the French coastline northeastward and the frontier of France with Belgium, Luxembourg and the Federal Republic of Germany. Thence along the border between Switzerland and the Federal Republic of Germany and along the border between the latter and Austria. Thence along the border between the Czechoslovak Socialist Republic and the Federal Republic of Germany, then along the border between the Federal Republic of Germany and the German Democratic Republic towards the Baltic Sea. Then west along the coastline of the Federal Republic of Germany to the border between the latter and Denmark. Along this border to the North Sea. Thence along the 55°N parallel to the point 55°N 04°E, then through the points 56°N 03°E, 59°N 02°E, 62°N 01°E. Thence along the 01°E meridian to the North Pole.

MOD **27/107** *Sub-Area 1C*
Aer2

From the North Pole along the meridian 01°E to the point 62°N 01°E. Thence through the points 59°N 02°E, 56°N 03°E, 55°N 04°E and then east along the 55°N parallel and the border between Denmark and the Federal Republic of Germany to the Baltic Sea and along the Baltic Sea coast of the Federal Republic of Germany to the border between the Federal Republic of Germany and the German Democratic Republic. Along this border and continuing along the western borders of the Czechoslovak Socialist Republic and Austria to the borders between Austria and Switzerland, Austria and Liechtenstein and Austria and Switzerland. Thence eastward along the southern borders of Austria and Hungary, thence along the border between Hungary and Roumania. Thence, along the border between the U.S.S.R. and the following countries: Hungary, the Czechoslovak Socialist Republic and Poland. Thence to the Baltic Sea, along the U.S.S.R. Baltic Sea coast, along the borders between Finland and the U.S.S.R. and between Norway and the U.S.S.R. to the point 70°N 32°E, then along the 32°E meridian to the North Pole.

(MOD) **27/108** *Sub-Area 1D*
Aer2

From the junction of the borders of the U.S.S.R., Hungary and Roumania, westward along the southern borders of Hungary and Austria to the border between Switzerland and Italy, and the border between France and Italy to the Mediterranean Sea. Thence to 43°N 10°E to 41°N 10°E to 41°N 07°E, thence along the 07°E meridian to the North African coast. Then along the North African coast including Tunis, Tripoli, Benghazi, to the coastal border between Libya and the Arab Republic of Egypt. Thence along the coast to Alexandria, then to Cairo, and along the Cairo parallel to the 40°E meridian. North along the 40°E meridian to the intersection with the border between the Syrian Arab Republic and the Republic of Iraq and along this border up to the Turkish border. Then along the border between Turkey and the Republic of Iraq, Iran and the U.S.S.R. up to the Black Sea Coast. Thence along the Black Sea Coast of

Turkey to intersect the 30°E meridian. Along the 30°E meridian to the border of Roumania and the U.S.S.R., thence along this border to the junction of the borders of the U.S.S.R., Hungary and Roumania.

MOD 27/109 Aer2 *Sub-Area 1E*

From the point 50°N 20°W, through the points 40°N 20°W, 40°N 50°W, 30°N 39°W, 30°N 10°W, 31°N 10°W, to the point 31°N 10°E. Then along the border between Libya and Tunisia to the Mediterranean, thence along the Tunisian coast to intersect the 10°E meridian. Thence along this meridian to the point 43°N 10°E; thence to the borders between Italy and France and between Italy and Switzerland, Austria and Switzerland, Austria and Liechtenstein, Austria and Switzerland, Switzerland and the Federal Republic of Germany, and between France and the Federal Republic of Germany, France and Luxembourg, and France and Belgium to the Channel coast. Thence west through the territorial waters between the Channel Islands and the French coast to the points 50°N 10°W and 50°N 20°W.

(MOD) 27/110 Aer2 *Regional and Domestic Air Route Area-2* (RDARA-2)

From the North Pole along the 32°E meridian to the 70°N parallel. Then along the border between Norway and the U.S.S.R. and Finland and the U.S.S.R. to the Baltic coast. Along the territorial waters of the U.S.S.R. Baltic coast to the border between the U.S.S.R. and Poland. Thence along the border between the U.S.S.R. and the following countries: Poland, the Czechoslovak Socialist Republic, Hungary and Roumania, to the Black Sea coast at the intersection of the 30°E meridian. Then along the 30°E meridian to the Black Sea coast of Turkey. Along the Black Sea coast of Turkey to the junction of the borders of Turkey and the U.S.S.R. Thence along this common border and the Iran-U.S.S.R. border to Caspian Sea. Then along the Iran Caspian Sea coast and the southern border of the U.S.S.R. to the intersection of the Mongolia-People's Republic of China-U.S.S.R. borders at approximately 49°N 88°E. Then along the 88°E meridian to 55°N. Then along the 55°N parallel to 60°E, and along the 60°E meridian to the North Pole.

(MOD) 27/111 Aer2 *Sub-Area 2A*

From the North Pole along the 32°E meridian to 70°N. Then along the border between Norway and the U.S.S.R., and Finland and the U.S.S.R. to the Baltic coast, and along the territorial waters of the U.S.S.R. Baltic coast to the point 55°N 20°E, and thence to Moscow. Then to 55°N 60°E, and along the 60°E meridian to the North Pole.

. . . . . .

(MOD) 27/112 Aer2 [*Does not concern the English text*]

. . . . . .

Replace Regulation No. 27/113 by the following new text:

(MOD) **27/113** *Sub-Area 2C*
Aer2

From the point 55°N 60°E, to Moscow, to 55°N 20°E. Thence south along the border between the U.S.S.R. and Poland. Thence along the border between the U.S.S.R. and the following countries: Poland, the Czechoslovak Socialist Republic, Hungary and Roumania, to the Black Sea coast at the meridian 30°E. Along the meridian 30°E to the Black Sea coast of Turkey. Along this coastline to the junction of the border between Turkey and the U.S.S.R. Thence along this common border and the Iran-U.S.S.R. border to the Caspian Sea, then along the south coast of the Caspian Sea and thence north along the East Caspian Sea coast and through the point 47°N 53°E to 55°N 60°E.

. . . . . .

(MOD) **27/114** [*Does not concern the English text*]
Aer2

(MOD) **27/115** [*Does not concern the English text*]
Aer2

(MOD) **27/116** [*Concerns the Spanish text only*]
Aer2

(MOD) **27/117** [*Does not concern the English text*]
Aer2

. . . . . .

Replace numbers 27/118, 27/119, 27/120, 27/121, 27/122 and 27/123 by the following new texts:

(MOD) **27/118** *Regional and Domestic Air Route Area-4*
Aer2 (RDARA-4)

From the point 30°N 39°W, and through the points 10°N 20°W, 05°S 20°W, to the point 05°S 12°E. Thence along the border between People's Republic of Congo and the People's Republic of Angola, then along the northern border of the Republic of Zaire, and the borders of the People's Republic of Congo, of the Central African Empire and the Sudan. Thence north along the western border of the Sudan. Along the western border of the Arab Republic of Egypt, northwards to the Mediterranean and along the Mediterranean and Atlantic coasts of North Africa to the point 30°N 10°W. West along the 30°N parallel to close the area at 30°N 39°W.

(MOD) **27/119** *Sub-Area 4A*
Aer2

From the point 30°N 39°W to 21°N 31°W. Thence to Gao and to Zinder. From Zinder, along the northern border of Nigeria, to a point west of N'Djamena. Then along the parallel to 12°N 22°E. Thence north along the western border of the Sudan, and along the western border of the Arab Republic of Egypt to the Mediterranean. Along the North African Mediterranean coast and Atlantic coast to a point 30°N 10°W. Thence along the 30°N parallel to close the sub-area at 30°N 39°W.

MOD **27/120** *Sub-Area 4B*
Aer2

From the point 21°N 31°W, through the points 10°N 20°W, 05°S 20°W to 05°S 12°E. Thence along the southern border of the People's Republic of the Congo and the Central African Empire to the junction between the Republic of Zaire, the Sudan and the Central African Empire. Along the western border of the Sudan to the point 12°N 22°E. Thence along the N'Djamena parallel to the Nigerian border. Then westward along this border to the point 13°12'N 10°45'E, through Zinder and Gao, to the point 21°N 31°W.

(MOD) **27/121** *Regional and Domestic Air Route Area-5*
Aer2 (RDARA-5)

From the point 41°N 40°E to the point 37°N 40°E. Then along the border between Turkey and the Syrian Arab Republic to the Mediterranean coast. Thence to the common border of Libya and the Arab Republic of Egypt on the North African coast excluding Cyprus. Southward along the western border of the Arab Republic of Egypt, and the Sudan to the border of Kenya. Thence east along the northern border of Kenya, then south along the border between Kenya and Somalia and to the East African coast at 02°S 41°E. Then through the point 02°S 73°E to 37°N 73°E. Then east along the border between the Republic of Afghanistan and Pakistan, and west along the southern border of the U.S.S.R. to the Caspian Sea. Then along the northern border of Iran and Turkey to close the area at 41°N 40°E.

MOD **27/122** *Sub-Area 5A*
Aer2

From the point 37°N 40°E, along the border between Turkey and the Syrian Arab Republic to the Mediterranean coast. Thence to the Libyan-Egyptian border on the North African coast, excluding Cyprus. Southward, along the western border of the Arab Republic of Egypt and east along the common border of the Arab Republic of Egypt and the Sudan to 24°N 37°E. Then through the points 11°45′N 42°E, 11°45′N 55°E, 20°N 52°E, to the point 26°N 52°E. Thence along the border between Iran and the Republic of Iraq, and the border between the Republic of Iraq and Turkey, to the point 37°N 40°E.

(MOD) **27/123** *Sub-Area 5B*
Aer2

From the point 41°N 40°E to 37°N 40°E. Thence east along the borders between Turkey and the Syrian Arab Republic, and Turkey and the Republic of Iraq, and along the border between the Republic of Iraq and Iran to the point 30°N 49°E. Thence along the middle of the Persian Gulf through the points 26°N 52°E and 24°N 60°E, to Bombay. Then to 37°N 73°E. Then east along the border between the Republic of Afghanistan and Pakistan, then west along the southern border of the U.S.S.R., to the Caspian Sea. Then along the northern border of Iran and Turkey to close the sub-area at 41°N 40°E.

. . . . . .

(MOD) **27/124** [*Concerns the Spanish text only*]
Aer2

. . . . . .

Replace number 27/125 by the following new text:

(MOD) **27/125** *Sub-Area 5D*
Aer2

From the junction of the Arab Republic of Egypt, Libya and the Sudan southward along the western border of Sudan to the border of Kenya. Thence along the northern border of Kenya. Then south along the border between Kenya and Somalia to the east African coast, at the point 02°S 42°E. Then through the points 02°S 54°E, 13°N 54°E, 13°N 52°E to the point 12°N 44°E. Thence northwest along the middle of the Red Sea to 24°N 37°E. Thence along the southern border of the Arab Republic of Egypt to close the sub-area.

Replace numbers 27/127 and 27/128 by the following new texts:

(MOD) **27/127** *Sub-Area 6A*
Aer2

From the point 37°N 75°E, along the border between Pakistan and the Republic of Afghanistan, and Iran and Pakistan to the point 23°N 61°E. Thence to Bombay. From Bombay to 24°N 80°E. Thence to Calcutta. Thence along the coast of

Bangladesh and Burma to reach the border between Burma and Thailand. North along this border and that between Burma and Lao People's Democratic Republic. Thence along the border between the People's Republic of China and Burma. Thence westward along the southern border of the People's Republic of China to the point 37°N 75°E.

MOD **27/128** *Sub-Area 6B*
Aer2

From the point 39°49′41″N 124°10′06″E, through the points 39°31′51″N 124°06′31″E, 39°N 124°E to the point 32°30′N 124°E. Between the point 32°30′N 124°E and the point 25°N 123°E, the limit of this Sub-Area is undefined. From the point 25°N 123°E, through the points 21°N 121°30′E, 20°N 120°E, 20°N 176°W, 50°N 164°E, 43°N 147°E, thence west between the territorial waters of Japan and the U.S.S.R. and along the border between the Democratic People's Republic of Korea and the U.S.S.R., and then the border between the People's Republic of China and the Democratic People's Republic of Korea, to the point 39°49′41″N 124°10′06″E.

Replace numbers 27/130, 27/131 and 27/132 by the following new texts:

MOD **27/130** *Sub-Area 6D*
Aer2

From the junction of the borders of the People's Republic of China, India and Burma, south along the India–Burma and Bangladesh–Burma borders to the Bay of Bengal. Along the coast of Burma to its southernmost point, then to Weh Island (off the north coast of Sumatra). Then to the point 02°S 92°E, and through the point 10°S 92°E to 10°S 110°E. Then eastward to 10°S 141°E extending northward to 00° 141°E and then to 04°N 130°E through the point 20°N 130°E to 20°N 113°E. Thence, south around the Island of Hainan, and along the border between the People's Republic of China, Viet Nam, the Lao People's Democratic Republic and Burma, to close the Sub-Area at the junction of the borders of the People's Republic of China, India and Burma.

(MOD) **27/131** *Sub-Area 6E*
Aer2

From the point 20°N 73°E, and through the points 02°S 73°E, 02°S 92°E, through Weh Island (off the north coast of Sumatra) to 10°N 97°E. Thence along the coasts of Burma, Bangladesh and India to Calcutta. Then through the points 24°N 80°E to 20°N 73°E.

MOD **27/132** *Sub-Area 6F*
Aer2

From the point 25°N 123°E, 21°N 121°30′E, 20°N 120°E, 20°N 113°E, thence south around the Island of Hainan and along the People's Republic of China-Viet Nam, People's Republic of China-Lao People's Democratic Republic and People's Republic of China-Burma borders to the junction of the borders of the People's Republic of China, India and Burma, south along the India-Burma and Bangladesh-Burma borders to the Bay of Bengal. Along the coast of Burma to its southernmost point then to Weh Island (off the north coast of Sumatra). Then to the point 02°S 92°E and through the point 10°S 92°E to 10°S 110°E. Then northward along 110°E meridian, thence along the boundary of Sub-Area 6C to the points 20°N 130°E, 43°N 147°E, thence westward between the territorial waters of Japan and the U.S.S.R. and along the border between the Democratic People's Republic of Korea and the U.S.S.R., then the border between the People's Republic of China and the Democratic People's Republic of Korea, to the points 39°49′41″N 124°10′06″E, 39°31′51″N 124°06′31″E, 39°N 124°E, then to the point 32°30′N 124°E.

Between the points 32°30′N 124°E and 25°N 123°E, the limit of this Sub-Area is undefined.

After number 27/132 add the following new number:

ADD **27/132A** *Sub-Area 6G*
Aer2

From the point 32°30′N 124°E northward to 39°N 124°E, 39°31′51″N 124°06′31″E then to 39°49′41″N 124°10′06″E on the border between the People's Republic of China and the Democratic People's Republic of Korea. Then along the border of the People's Republic of China to the junction of the border with India and Burma. Thence southward along the India-Burma and Bangladesh-Burma borders to the Bay of Bengal. Along the coast of Burma to its southernmost point. Then to Weh Island (off the north coast of Sumatra). Then to the point 02°S 92°E and through the point 10°S 92°E to 10°S 110°E. Then eastward to 10°S 141°E extending northward to 00°141°E and then to 04°N 130°E through the point 20°N 130°E to 20°N 120°40′E. Thence northward to the points 21°N 121°30′E and 25°N 123°E.

Between the points 25°N 123°E and the point 32°30′N 124°E, the limit of this Sub-Area is undefined.

In the area where Sub-Areas 6D, 6F and 6G are common, the frequencies allotted to Sub-Area 6G shall be used only by the aeronautical stations of the People's Republic of China; the frequencies allotted to Sub-Areas 6D and 6F will be used only by the aeronautical stations of the other administrations in the common area. Also in this common area, the operational use by the People's Republic of China of the frequencies allotted to Sub-Area 6G shall be within the area defined by a line starting at 21°32′52″N 108°E, passing through the points 20°N 108°E, 20°N 107°E, 18°N 107°E, 18°N 108°E, 15°N 110°E, 10°N 110°E, 06°N 108°E, 03°30′N 112°E, 04°N 113°E, 08°N 116°E, 10°N 118°E, 14°N 119°E, 18°N 119°E to 20°N 120°40′E and thence along the limit of Sub-Area 6D to 21°32′52″N 108°E.

Replace number 27/133 by the following new text:

MOD 27/133 Aer2 *Regional and Domestic Air Route Area-7* (RDARA-7)

From the South Pole along the 20°W meridian to 05°S. Then along the 05°S parallel to 12°E. Thence along the border between People's Republic of Congo and People's Republic of Angola, then along the northern border of the Republic of Zaire, along the border between Uganda and Sudan, and the borders between Kenya and Sudan, Ethiopia and Somalia, to the point 02°S 42°E. Then to 02°S 60°E and along the 60°E meridian to 11°S, then through the points 11°S 65°E, 40°S 65°E, 40°S 60°E to the South Pole.

. . . . . .

(MOD) 27/134 Aer2 [*Concerns the Spanish text only*]

. . . . . .

Replace numbers 27/135, 27/136, 27/137 and 27/138 by the following new texts:

MOD 27/135 Aer2 *Sub-Area 7B*

From the point 05°S 10°E to 05°S 12°E. Thence along the border between People's Republic of Congo and People's Republic of Angola, then along the northern border of the Republic of Zaire, to the junction of the borders of Uganda, Republic of Zaire and Sudan. Thence along the eastern borders of the Republic of Zaire, the Republic of Rwanda, the Republic of Burundi, and the Republic of Zaire. Thence along the southern borders of the Republic of Zaire and the People's Republic of Angola to the coast of the South Atlantic. Thence to the point 17°S 10°E, and then to the point 05°S 10°E.

(MOD) 27/136 Aer2 *Sub-Area 7C*

From the junction of the borders of Uganda, Republic of Zaire and Sudan along the western borders of Uganda and Tanzania, and then along the southern border of Tanzania to the coast. Thence through the points 11°S 41°E, 11°S 60°E, 02°S 60°E, to 02°S 41°E and thence to the east coast of Africa. Then north along the eastern border of Kenya, then west along the northern borders of Kenya and Uganda to close the sub-area at the junction of the borders of the Republic of Zaire, Sudan and Uganda.

MOD 27/137 Aer2 *Sub-Area 7D*

From the border between Tanzania and Mozambique on Lake Nyasa, south along the west border of Mozambique to the east coast of Africa, then through the points 27°S 33°E, 40°S 33°E, 40°S 65°E, 11°S 65°E, to 11°S 41°E. Thence along the northern border of Mozambique to Lake Nyasa.

(MOD) **27/138** *Sub-Area 7E*
Aer2

From the point 17°S 10°E, and through the points 40°S 10°E, 40°S 33°E, to 27°S 33°E. Thence along the west border of Mozambique and the part of the western border of Tanzania as far as the northern point of Lake Nyasa. Thence along the borders between Malawi and Tanzania and between Zambia and Tanzania and along the borders between the Republic of Zaire and Zambia, the People's Republic of Angola and Zambia, and the People's Republic of Angola and Namibia to the coast at the point 17°S 10°E.

After number 27/138 add the following new number:

ADD **27/138A** *Sub-Area 7F*
Aer2

From the point 05°S 10°E to 05°S 12°E, along the border between the People's Republic of the Congo and the People's Republic of Angola to the junction point of the borders of the People's Republic of the Congo, the People's Republic of Angola, and the Republic of Zaire. Thence along the border between the People's Republic of Angola and the Republic of Zaire until the coast of the Atlantic, along the coastline until the Zaire River and thence along the northern, eastern and southern border of the People's Republic of Angola to the coast of the South Atlantic. Thence to the point 17°S 10°E and then to the point 05°S 10°E.

Replace number 27/139 by the following new text:

MOD **27/139** *Regional and Domestic Air Route Area-8*
Aer2 (RDARA-8)

From the South Pole along the 60°E meridian to 40°S then through the points 40°S 65°E, 11°S 65°E, 11°S 60°E, 02°S 60°E, 02°S 92°E, 10°S 92°E, to 10°S 110°E. Then along the 110°E meridian to the South Pole.

Delete number 27/140.

Replace number 27/141 by the following new text:

MOD **27/141** *Regional and Domestic Air Route Area-9*
Aer2 (RDARA-9)

From the South Pole along the 160°E meridian to 27°S. Then through the points 19°S 153°E, 10°S 145°E, 10°S 141°E, 00° 141°E, 00° 160°E, 03°30′N 160°E, 03°30′N 120°W. Then along the 120°W meridian to the South Pole.

Delete number 27/142.

Replace number 27/143 by the following new text:

MOD **27/143** *Sub-Area-9B*
Aer2

From the point 00° 141°E through points 10°S 141°E, 10°S 145°E, 27°S 160°E, 27°S 157°W, 03°30′N 157°W, 03°30′N 160°E, 00° 160°E to the point 00° 141°E.

. . . . . .

(MOD) **27/144** [*Concerns the Spanish text only*]
Aer2

. . . . . .

Replace number 27/145 by the following new text:

MOD **27/145** *Sub-Area 9D*
Aer2

From the South Pole along the 160°E meridian to 27°S. Then through the point 27°S 170°W and along the 170°W meridian to the South Pole.

Replace the title preceding number 27/146 and number 27/146 by the following new texts:

ADD **27/145A** *Regional and Domestic Air Route Area-10*
Aer2 (RDARA-10)

From the point 50°N 164°E to 66°N 169°W. Then along the 169°W meridian to the North Pole. Then through the points 82°N 30°E, 82°N 00°, 73°N 00°, 73°N 15°W. Then along the 15°W meridian to 72°N. Then through the points 40°N 50°W, 40°N 65°W to 44°30′N 73°W, 41°N 81°W, 41°N 88°W, 48°N 91°W, 48°N 127°W, 50°N 130°W, then westward to the point 50°N 164°E.

MOD **27/146** *Sub-Area 10A*
Aer2

From the point 50°N 164°E to 66°N 169°W, along the 169°W meridian to the North Pole, along the 130°W meridian to 50°N, then westward to the point 50°N 164°E.

. . . . . .

(MOD) **27/147** [*Concerns the Spanish text only*]
Aer2

(MOD) **27/148** [*Concerns the Spanish text only*]
Aer2

(MOD) **27/149** [*Concerns the Spanish text only*]
Aer2

(MOD) **27/150** [*Concerns the Spanish text only*]
Aer2

. . . . . .

After number 27/150 add the following new number:

ADD **27/150A** *Sub-Area 10F*
Aer2

From the North Pole through the points 82°N 30°E, 82°N 00°, 73°N 00°, 73°N 20°W, 70°N 20°W, 63°30′N 39°W, 58°30′N 43°W, 58°30′N 50°W, 63°30′N 55°44′W, 65°30′N 58°39′W, 74°N 68°18′W, 76°N 76°W, 78°N 75°W, 82°N 60°W to the North Pole.

Replace the title preceding number 27/151 and the numbers 27/151 and 27/152 by the following new texts:

ADD **27/150B** *Regional and Domestic Air Route Area-11*
Aer2 (RDARA-11)

From the point 29°N 180° through the points 50°N 164°E, 50°N 127°W. Then along the border between the United States of America and Canada to 46°N 67°W, then to 40°N 65°W, 40°N 50°W, 25°N 35°W, 25°N 98°W, 33°N 119°W, 33°N 153°W, 29°N 153°W to the point 29°N 180°.

MOD **27/151** *Sub-Area 11A*
Aer2

From the point 29°N 180°, through the points 50°N 164°E, 50°N 130°W, 33°N 130°W, 33°N 153°W, 29°N 153°W, to the point 29°N 180°.

MOD **27/152** *Sub-Area 11B*
Aer2

From the point 50°N 130°W and through the points 33°N 130°W, 33°N 119°W, 25°N 98°W, 25°N 65°W, 40°N 65°W, 46°N 67°W. Then along the border between the United States of America and Canada through 50°N 127°W, to the point 50°N 130°W.

After number 27/152 add the following new number:

ADD 27/152A *Sub-Area 11C*
Aer2

From the point 25°N 65°W and through the points 40°N 65°W, 40°N 50°W, 25°N 35°W, to the point 25°N 65°W.

Replace the title preceding number 27/153 and the numbers 27/153, 27/154, 27/155 and 27/156 by the following new texts:

ADD 27/152B *Regional and Domestic Air Route Area-12*
Aer2 (RDARA-12)

From the point 03°30′N 170°W to the point 10°N 170°W, then along the boundary between ITU Regions 2 and 3 to 29°N 180°, and thence to 29°N 153°W, 33°N 153°W, through the points 33°N 120°W, 35°N 120°W, 32°N 104°W, 25°N 91°W, 26°N 91°W, 26°N 79°W, 27°N 79°W, 27°N 76°30′W, 25°N 70°W, 25°N 35°W and along the boundary between ITU Regions 1 and 2 to 00° 20°W. Thence through the points 00° 44°W, 04°24′N 50°39′W. Then along the boundaries between Brazil and the French Department of Guiana, Surinam, Guyana, Venezuela, Colombia to the junction of Brazil, Peru and Colombia then along the boundaries between Peru and Colombia and Peru and Ecuador to the point 04°S 93°W. Then to the point 05°S 93°W and through the points 05°S 120°W, 03°30′N 120°W to the point 03°30′N 170°W.

(MOD) 27/153 *Sub-Area 12A*
Aer2

From the point 03°30′N 170°W to the point 10°N 170°W, then along the boundary between ITU Regions 2 and 3 to 29°N 180°, and thence through the points 29°N 153°W, 03°30′N 153°W to the point 03°30′N 170°W.

(MOD) 27/154 *Sub-Area 12B*
Aer2

From the point 03°30′N 153°W to 33°N 153°W, through the points 33°N 120°W, 17°N 115°W, 14°N 93°W, 02°N 86°W, 02°N 93°W, 05°S 93°W, 05°S 120°W, 03°30′N 120°W, to the point 03°30′N 153°W.

(MOD) 27/155 *Sub-Area 12C*
Aer2

From the point 33°N 120°W, through the points 35°N 120°W, 32°N 104°W, 25°N 91°W, 23°N 83°W, 22°N 83°W, 13°N 90°W, 16°N 116°W, to the point 33°N 120°W.

MOD **27/156** *Sub-Area 12D*
Aer2

From the point 20°N 91°W, through the points 26°N 91°W, 26°N 79°W, 27°N 79°W, 27°N 76°30'W, 26°N 73°W, 17°N 58°W, to 10°N 58°W. Thence through Panama City, Colon, Swan Island, and Belize City to the point 20°N 91°W.

. . . . . .

(MOD) **27/157** [*Concerns the Spanish text only*]
Aer2

. . . . . .

Replace numbers 27/158, 27/159, 27/160 and 27/161 by the following new texts:

MOD **27/158** *Sub-Area 12F*
Aer2

From the point 02°N 79°W to the point 08°N 83°W, then along the border between Panama and Costa Rica, through the points 10°N 83°W, 13°N 83°W, 13°N 70°W, 08°N 70°W, 06°N 67°W and 01°N 66°W. Then along the border between Brazil and Colombia to 04°S 70°W. Thence along the border between Colombia and Peru, continuing along the border between Colombia and Ecuador, to the point 02°N 79°W.

MOD **27/159** *Sub-Area 12G*
Aer2

From the point 07°N 73°W, through the points 14°N 73°W, 14°N 58°W, 01°31'N 58°W and along the borders of Brazil with Guyana, Venezuela, Colombia through the points 01°57'N 68°W, 05°N 69°W, to the point 07°N 73°W.

MOD **27/160** *Sub-Area 12H*
Aer2

From the point 05°N 70°W, through the points 08°45'N 60°W, 08°N 58°W, 08°N 49°W, 04°10'N 51°36'W, and along the borders of Brazil with the French Department of Guiana, Surinam, Guyana, Venezuela and Colombia to the junction of the borders of Brazil, Colombia and Peru, to the point 05°N 70°W.

(MOD) **27/161** *Sub-Area 12I*
Aer2

From the point 25°N 70°W, through the point 25°N 35°W and along the boundary between ITU Regions 1 and 2, to 00° 20°W. Thence through the points 00° 44°W, 08°N 54°W, 08°N 58°W, 17°N 58°W, to the point 25°N 70°W.

After number 27/161 add the following new number:

ADD **27/161A** *Sub-Area 12J*
Aer2

From the point 04°S 93°W, through the points 02°N 93°W, 02°N 79°W. Then along the border between Ecuador and Colombia to the junction with the borders of Colombia, Peru and Ecuador. Thence along the border between Peru and Ecuador to the point 04°S 93°W.

Replace the title preceding number 27/162 and the numbers 27/162, 27/163, 27/164 and 27/165 by the following new texts:

ADD **27/161B** *Regional and Domestic Air Route Area-13*
Aer2 (RDARA-13)

From the South Pole along the 120°W meridian to 05°S. Then through the points 05°S 93°W, 04°S 82°W, and along the southern border of Ecuador, Colombia, Venezuela, Guyana, Surinam, the French Department of Guiana, to the point 04°24′N 50°39′W. Then through the points 04°24′N 47°W, 00° 32°W to the point 00° 20°W, and along the 20°W meridian to the South Pole.

(MOD) **27/162** *Sub-Area 13A*
Aer2

From the point 05°S 120°W through the points 05°S 93°W, 04°S 82°W, 19°S 81°W, 57°S 81°W, to 57°S 90°W. Thence to the South Pole to the point 05°S 120°W.

(MOD) **27/163** *Sub-Area 13B*
Aer2

From the point 29°S 111°W, through the points 24°S 111°W, 24°S 104°W, 29°S 104°W, to the point 29°S 111°W.

MOD **27/164** *Sub-Area 13C*
Aer2

From the point 15°S 47°W, through the points 20°S 44°W, 23°19′S 42°W, 25°S 45°W, 22°30′S 50°39′W, 19°52′S 58°W, and along the borders of Brazil with Paraguay, Bolivia, Peru, Colombia, Venezuela, Guyana, Surinam and the French Department of Guiana to 04°24′N 50°39′W, 04°24′N 47°W, to the point 15°S 47°W.

MOD **27/165** *Sub-Area 13D*
Aer2

From 11°S 69°30′W along the border between Bolivia and Brazil and through the point 20°10′S 58°W, along the border between Bolivia and Paraguay to 22°30′S 62°30′W. Then along the border between Bolivia and Argentina and through the point 23°S 67°W along the border between Bolivia and Chile and through the point 16°30′S 69°30′W following the border between Bolivia and Peru to the point 11°S 69°30′W.

After number 27/165 add the following new numbers:

ADD **27/165A** *Sub-Area 13M*
Aer2

From the point 19°S 81°W, 04°S 82°W, 03°S 80°W, following the border between Peru and Ecuador and the border between Peru and Colombia to the point 11°S 69°30′W, along the border of Peru with Bolivia to 17°30′S 69°30′W, then along the border of Peru with Chile to the point 19°S 81°W.

ADD **27/165B** *Sub-Area 13N*
Aer2

From the point 22°30′S 62°30′W along the border of Paraguay with Bolivia to 20°10′S 58°W, along the border of Paraguay with Brazil to 25°50′S 54°30′W and thence along the border of Paraguay with Argentina to the point 22°30′S 62°30′W.

Replace numbers 27/166, 27/167, 27/168, 27/169, 27/170, 27/171, 27/172 and 27/173 by the following new texts:

(MOD) **27/166** *Sub-Area 13E*
Aer2

From the point 32°S 81°W through the point 19°S 81°W, up to the intersection of the coast with the border between Chile and Peru, Bolivia and Argentina, to the point of intersection with 32°S and then to the point 32°S 81°W.

(MOD) **27/167** *Sub-Area 13F*
Aer2

From the point 57°S 81°W, through the point 32°S 81°W to the intersection of 32°S with the border between Chile and Argentina, through the points 52°S 67°W, 57°S 67°W, 57°S 40°W to the South Pole to the point 57°S 81°W.

(MOD) **27/168** *Sub-Area 13G*
Aer2

From the point 36°S 55°W to the intersection of 32°S with the border between Argentina and Chile, then north along the borders of Argentina with Bolivia, Paraguay, Brazil and Uruguay to the point 36°S 55°W.

(MOD) **27/169** *Sub-Area 13H*
Aer2

From the point 57°S 90°W and through the point 57°S 70°W to 52°S 70°W. Then along the border between Chile and Argentina to its intersection by 32°S and through the points 36°S 55°W, 57°S 55°W, 57°S 25°W to the South Pole and then to the point 57°S 90°W.

(MOD) **27/170** *Sub-Area 13I*
Aer2

From the point 40°S 50°W through the point 36°S 55°W and along the borders of Uruguay with Argentina and Brazil, then through the point 35°S 45°W to the point 40°S 50°W.

MOD **27/171** *Sub-Area 13J*
Aer2

From the point 15°S 47°W through the points 20°S 44°W, 23°19′S 42°W, 29°S 40°W, 35°S 45°W, and thence along the borders of Brazil with Uruguay, Argentina, Paraguay and Bolivia to the point 19°52′S 58°W, then through the point 18°S 57°37′W to the point 15°S 47°W.

MOD **27/172** *Sub-Area 13K*
Aer2

From the point 22°30′S 50°39′W and through the points 25°S 45°W, 29°S 40°W, 20°S 32°W, 00° 32°W, 04°24′N 47°W, 04°24′N 50°39′W to the point 22°30′S 50°39′W.

(MOD) **27/173** *Sub-Area 13L*
Aer2

From the point 00° 32°W through the points 00° 20°W, the South Pole, 57°S 55°W, 36°S 55°W, 40°S 50°W, 20°S 32°W, to the point 00° 32°W.

After 27/173 add the following new numbers:

ADD **27/173A** *Regional and Domestic Air Route Area-14*
Aer2 (RDARA-14)

From the South Pole along the 110°E meridian to 10°S. Then through the points 10°S 145°E, 19°S 153°E, 27°S 160°E. Then along the 160°E meridian to the South Pole.

ADD **27/173B** *Sub-Area 14A*
Aer2

From the South Pole along the 110°E meridian to 19°S. Then through the points 19°S 118°E, 24°S 120°E, 24°S 131°E. Then along the 131°E meridian to the South Pole.

ADD **27/173C** ***Sub-Area 14B***
Aer2

From the point 19°S 110°E to the point 10°S 110°E, thence through 10°S 131°E, 24°S 131°E, 24°S 120°E, 19°S 118°E to the point 19°S 110°E.

ADD **27/173D** ***Sub-Area 14C***
Aer2

From the point 24°S 131°E to the point 10°S 131°E, thence through 10°S 139°E, 24°S 139°E to the point 24°S 131°E.

ADD **27/173E** ***Sub-Area 14D***
Aer2

From the South Pole along the 131°E meridian to 24°S, then through the points 24°S 139°E, 27°S 139°E, 27°S 142°E, 34°S 142°E, 34°S 139°E. Then along the 139°E meridian to the South Pole.

ADD **27/173F** ***Sub-Area 14E***
Aer2

From the point 24°S 139°E along the 139°E meridian to 10°S, then through the points 10°S 145°E, 19°S 153°E to the point 24°S 139°E.

ADD **27/173G** ***Sub-Area 14F***
Aer2

From the point 27°S 139°E along the 139°E meridian to 24°S, then through the points 19°S 153°E, 27°S 160°E to the point 27°S 139°E.

ADD **27/173H** ***Sub-Area 14G***
Aer2

From the South Pole along the 139°E meridian to 34°S, then through the points 34°S 142°E, 27°S 142°E, 27°S 160°E. Then along the 160°E meridian to the South Pole.

ARTICLE 3

Description of the Boundaries of the VOLMET Allotment Areas and VOLMET Reception Areas

VOLMET Area — AFRICA-INDIAN OCEAN
(AFI-MET)

Replace numbers 27/174 and 27/175 by the following new texts:

MOD 27/174 Aer2 — *The AFI-MET allotment area* is defined by a line drawn from the point 29°N 20°W, through the points 37°N 03°W, 37°N 36°E, 30°N 35°E, 10°N 52°E, 22°S 60°E, 35°S 35°E, 35°S 15°E, 08°S 15°W, 12°N 20°W, to the point 29°N 20°W.

MOD 27/175 Aer2 — *The AFI-MET reception area* is defined by a line drawn from the point 37°N 03°W, through the points 37°N 36°E, 30°N 35°E, 10°N 52°E, 10°N 100°E, the South Pole, the points 29°N 40°W, 29°N 20°W, to the point 37°N 03°W.

Replace the title preceding number 27/176 and the numbers 27/176 and 27/177 by the following new texts:

MOD

VOLMET Area — NORTH ATLANTIC
(NAT-MET)

MOD 27/176 Aer2 — The *NAT-MET allotment area* is defined by a line drawn from the point 41°N 78°W, through the points 51°N 55°W, 24°N 50°W, 24°N 74°W, to the point 41°N 78°W.

MOD 27/177 Aer2 — The *NAT-MET reception area* is defined by a line drawn from the point 24°N 97°W, through the points 24°N 85°W, 75°N 85°W, 75°N 20°W, 00° 20°W, 00° 95°W, to the point 24°N 97°W.

Replace the title preceding number 27/178 and the numbers 27/178 and 27/179 by the following new texts:

MOD

VOLMET Area — EUROPE
(EUR-MET)

MOD 27/178 Aer2 — The *EUR-MET allotment area* is defined by a line drawn from the point 33°N 12°W, through the points 54°N 12°W, 70°N 00°, 74°N 40°E, 40°N 36°E, 29°N 35°30′E, 32°N 13°E, to the point 33°N 12°W.

MOD **27/179 Aer2** The *EUR-MET reception area* is defined by a line drawn from the point 15°N 20°W, through the points 40°N 50°W, 75°N 50°W, 75°N 45°E, 15°N 45°E, to the point 15°N 20°W.

Replace the title preceding number 27/180 and the numbers 27/180 and 27/181 by the following new texts:

MOD *VOLMET Area — MIDDLE EAST*
(MID-MET)

MOD **27/180 Aer2** The *MID-MET allotment area* is defined by a line drawn from the point 50°N 80°E, through the points 29°N 80°E, 27°N 85°E, 16°N 78°E, 22°N 56°E, 16°N 42°E, 30°N 30°E, 51°N 30°E, 57°N 37°E, to the point 50°N 80°E.

MOD **27/181 Aer2** The *MID-MET reception area* is defined by a line drawn from the point 50°N 80°E, through the points 50°N 90°E, 35°N 90°E, 27°N 85°E, 16°N 78°E, 22°N 56°E, 16°N 42°E, 30°N 30°E, 51°N 30°E, 57°N 37°E, to the point 50°N 80°E.

After number 27/181 add the following new title and numbers:

ADD *VOLMET Area — NORTH CENTRAL ASIA*
(NCA-MET)

ADD **27/181A Aer2** The *NCA-MET allotment area* is defined by a line drawn from the point 76°N 32°E, through the points 80°N 90°E, 75°N 168°W, 66°N 168°W, 48°N 160°E, 42°N 135°E, 50°N 130°E, 50°N 90°E, 35°N 70°E, 45°N 30°E, 60°N 20°E, to the point 76°N 32°E.

ADD **27/181B Aer2** The *NCA-MET reception area* is defined by a line drawn from the North Pole, through the points 40°N 168°W, 30°N 140°E, 35°N 70°E, 30°N 20°E, to the North Pole.

VOLMET Area — PACIFIC
(PAC-MET)

Replace numbers 27/182 and 27/183 by the following new texts:

MOD **27/182 Aer2** The *PAC-MET allotment area* is defined by a line drawn from the point 52°N 132°E, through the points 63°N 149°W, 38°N 120°W, 50°S 120°W, 50°S 145°E, 28°S 145°E, 03°S 129°E, 22°N 112°E to the point 52°N 132°E.

MOD **27/183 Aer2** The *PAC-MET reception area* is defined by a line drawn from the point 60°N 100°E through the points 75°N 160°W, 75°N 110°W, 65°S 110°W, 65°S 145°E, 28°S 145°E, 03°S 129°E, 05°N 80°E, 40°N 80°E, to the point 60°N 100°E.

VOLMET Area — SOUTH EAST ASIA
(SEA-MET)

Replace numbers 27/184 and 27/185 by the following new texts:

MOD **27/184 Aer2** The *SEA-MET allotment area* is defined by a line drawn from the point 55°N 75°E, through the points 55°N 135°E, 45°N 135°E, 35°N 130°E, 10°N 130°E, 10°S 155°E, 35°S 155°E, 35°S 116°E, 08°N 75°E, 26°N 65°E, to the point 55°N 75°E.

MOD **27/185 Aer2** The *SEA-MET reception area* is defined by a line drawn from the point 55°N 50°E, through the points 55°N 180°, 50°S 180°, 50°S 70°E, 08°N 70°E, 08°N 50°E, to the point 55°N 50°E.

After number 27/185 add the following new titles and numbers:

ADD *VOLMET Area — CARIBBEAN*
(CAR-MET)

ADD **27/185A Aer2** The *CAR-MET allotment area* is defined by a line drawn from the point 30°N 110°W, through the points 30°N 75°W, 00° 50°W, following the equator to 00° 80°W to the point 30°N 110°W.

ADD **27/185B Aer2** The *CAR-MET reception area* is defined by a line drawn from the point 40°N 120°W, through the points 40°N 20°W, 25°S 20°W, 25°S 120°W, to the point 40°N 120°W.

ADD *VOLMET Area — SOUTH AMERICA*
(SAM-MET)

ADD **27/185C Aer2** The *SAM-MET allotment area* is defined by a line drawn from the point 15°N 83°W, through the points 15°N 60°W, 05°S 35°W, 55°S 60°W, 55°S 83°W, to the point 15°N 83°W.

ADD **27/185D Aer2** The *SAM-MET reception area* is defined by a line drawn from the point 30°N 120°W through the point 30°N 00°, the South Pole, to the point 30°N 120°W.

After the new number 27/185D add the following new article:

ADD ARTICLE 4

ADD **World-wide Allotment Areas**

ADD **27/185E** *World-wide Area I*
Aer2

The boundaries of this allotment area comprise those of RDARAs 1, 2 and 3.

ADD **27/185F** *World-wide Area II*
Aer2

The boundaries of this allotment area comprise those of RDARAs 10, 11, 12A, 12B, 12C, and 12D.

ADD **27/185G** *World-wide Area III*
Aer2

The boundaries of this allotment area comprise those of RDARAs 6, 8, 9 and 14.

ADD **27/185H** *World-wide Area IV*
Aer2

The boundaries of this allotment area comprise those of RDARAs 12E to 12J inclusive and 13.

ADD **27/185I** *World-wide Area V*
Aer2

The boundaries of this allotment area comprise those of RDARAs 4, 5 and 7.

Section II

Replace the title of Section II by the following new title:

(MOD) **Allotment of Frequencies in the Aeronautical Mobile (R) Service**

ARTICLE 1

Replace number 27/186 by the following new text:

MOD **27/186 Aer2** **Frequency Allotment Plan by Areas**

Notes:

Replace number 27/188 by the following new text:

MOD **27/188 Aer2** *b)* The following list does not include the world-wide common (R) and (OR) frequencies of 3 023 kHz and 5 680 kHz. The allotment of these frequencies is shown in Article 2.

Replace number 27/189 by the following new text:

MOD 27/189
Aer 2

Zones *Áreas* Zonas	Bandes de fréquences/*Frequency bands*/Bandas de frecuencias (MHz)										
	3	3.5	4.7	5.4 (Reg. 2)	5.6	6.6	9	10	11.3	13.3	18
	kHz	kHz	kHz	kHz	kHz	kHz	kHz	kHz	kHz	kHz	kHz
AFI	2 851 2 878	3 419 3 425 3 467	4 657		5 493 5 652 5 658	6 559 6 574 6 673	8 894 8 903		11 300 11 330	13 273 13 288 13 294	17 961
CAR	2 887	3 455			5 520 5 550	6 577 6 586	8 846 8 918		11 387 11 396	13 297	17 907
CEP	2 869	3 413	4 657		5 547 5 574	6 673	8 843	10 057	11 282	13 300	17 904
CWP	2 998	3 455	4 666		5 652 5 661	6 532 6 562	8 903	10 081	11 384	13 300	17 904
EA	3 016	3 485 3 491			5 655 5 670	6 571	8 897	10 042	11 396	13 297 13 303 13 309	17 907
EUR		3 479			5 661	6 598		10 084		13 288	17 961
INO		3 476			5 634		8 879			13 306	17 961
MID	2 944 2 992	3 467 3 473	4 669		5 658 5 667	6 625 6 631	8 918 8 951	10 018	11 375	13 288 13 312	17 961
NAT	2 872 2 899 2 962 2 971 3 016	3 476	4 675		5 598 5 616 5 649	6 622 6 628	8 825 8 831 8 864 8 879 8 891 8 906		11 279 11 309 11 336	13 291 13 306	17 946
NCA	3 004 3 019		4 678		5 646 5 664	6 592		10 096		13 303 13 315	17 958
NP	2 932				5 628	6 655 6 661		10 048	11 330	13 300	17 904
SAM	2 944	3 479	4 665		5 526	6 649	8 855	10 024 10 096	11 360	13 297	17 907
SAT	2 854 2 935	3 452			5 565	6 535	8 861		11 291	13 315 13 357	17 955
SEA		3 470 3 485			5 649 5 655	6 556	8 942	10 066	11 396	13 309 13 318	17 907
SP		3 467			5 559 5 643		8 867	10 084	11 327	13 300	17 904
1						6 556		10 021	11 363		
1B	2 860* 2 881* 2 890	3 458* 3 473* 3 488*			5 484 5 568	6 550 6 595		10 066			
1C	2 977 2 983	3 464 3 470	4 666		5 577 5 595	6 544	8 840		11 366		
1D	2 974 2 980 2 989	3 410 3 416 3 446	4 651		5 622 5 628 5 637	6 604 6 610	8 828	10 060	11 384		
1E	2 965	3 491			5 583	6 667		10 036			
2	2 938 2 950		4 696		5 556	6 583 6 601	8 846 8 855 8 888	10 015 10 045	11 297 11 360 11 390	13 321 13 357	17 964

* Voir/See/Véase 27/187

(voir suite/cont.)

19-198 O - 86 - 6

(suite/cont.)

	3	3.5	4.7	5.4 (Reg. 2)	5.6	6.6	9	10	11.3	13.3	18
2A	2 851* 2 863 2 869 2 875 2 881 2 887* 2 896 2 917 2 926 2 932 2 941	3 416* 3 422 3 434 3 440 3 455	4 657* 4 672 4 690		5 481 5 490 5 496 5 502 5 523 5 547 5 559 5 604	6 526 6 532 6 547 6 553 6 559 6 565 6 574 6 673	8 822* 8 876 8 909 8 939	10 048 10 054	11 276 11 285 11 294		
2B	2 857 2 869 2 875 2 881 2 887* 2 896 2 902 2 908 2 914 2 920 2 929	3 401 3 407 3 416* 3 422 3 428 3 449	4 660 4 672 4 681 4 690 4 693		5 490 5 496 5 502 5 508 5 520 5 526 5 550 5 574 5 595 5 607 5 613 5 619	6 526 6 532 6 562 6 568 6 577 6 655 6 661 6 667	8 819 8 834 8 864	10 009 10 024	11 279 11 333 11 339		
2C	2 857 2 863 2 866 2 884 2 893 2 902 2 908 2 914 2 920 2 926 2 932	3 401 3 407 3 428 3 434 3 440 3 449 3 455	4 657* 4 660 4 681 4 693		5 481 5 487 5 508 5 514 5 520 5 526 5 550 5 562 5 574 5 586 5 604	6 535 6 541 6 547 6 553 6 562 6 568 6 577 6 586	8 819 8 834 8 882 8 939	10 009 10 024 10 054	11 276 11 333 11 372		
3	2 893 2 935		4 693		5 556	6 583 6 589	8 846 8 954	10 087	11 318 11 336 11 360	13 267 13 321	17 952
3A	2 854 2 860 2 869 2 875 2 881 2 887* 2 896 2 905 2 911* 2 923* 2 959	3 404 3 416* 3 422 3 431* 3 443 3 452	4 672 4 684 4 690		5 484 5 490 5 496 5 502 5 511 5 517 5 568 5 580 5 601 5 625	6 526 6 532 6 538 6 544 6 550 6 556 6 607 6 613 6 619 6 649	8 837 8 861 8 900 8 942	10 045 10 057	11 309 11 324 11 330		
3B	2 851 2 854 2 872 2 878 2 884* 2 902 2 908 2 914 2 968*	3 401 3 407 3 413 3 419 3 425 3 431* 3 437* 3 443	4 657 4 681		5 493 5 499 5 505 5 514 5 520 5 526 5 550 5 562 5 580 5 601	6 529 6 538 6 544 6 559 6 568 6 577 6 595 6 625 6 631	8 822 8 852 8 861 8 879 8 957	10 024 10 039	11 285 11 291 11 327 11 372		
3C	2 851 2 860 2 866* 2 878 2 905 2 950 2 974 2 980 2 986	3 404 3 410 3 419 3 425 3 452	4 684		5 484 5 514 5 562 5 568 5 586 5 637 5 643	6 550 6 556 6 595 6 658 6 664 6 670	8 837 8 852 8 894 8 915	10 039	11 291 11 303 11 324 11 378		

(voir suite/cont.)

(suite/cont.)

	3	3.5	4.7	5.4 (Reg. 2)	5.6	6.6	9	10	11.3	13.3	18
4						6 565	8 873			13 300	17 904
4A	2 926* 2 953	3 437 3 491	4 672*		5 547 5 559	6 526 6 532 6 616	8 816 8 837 8 858	10 039 10 081	11 282 11 318		
4B	2 866 2 893	3 443			5 481 5 574 5 604	6 553 6 577 6 598		10 063	11 324		
5							8 870 8 885	10 012	11 312 11 327	13 354	17 949 17 967
5A	2 986	3 452			5 577 5 583	6 544 6 664	8 822 8 915		11 288		
5B	2 911 2 968	3 431 3 488			5 511 5 568 5 625	6 550 6 595	8 912	10 093			
5C	2 905	3 452			5 583	6 544	8 822				
5D	2 899 2 971	3 482			5 526 5 550	6 535 6 547	8 843	10 048			
6							8 840		11 381	13 291	17 943
6A	2 872 2 923 2 947 3 001	3 479	4 657* 4 675		5 484 5 580 5 601	6 607 6 613 6 658	8 891 8 906 8 948	10 006 10 051 10 081*	11 321 11 357		
6B	2 857 2 920	3 479 3 488			5 502 5 595 5 625	6 607 6 613 6 619	8 864 8 885	10 021 10 093	11 339 11 366		17 955
6C	2 881 2 956	3 473	4 651		5 550 5 580	6 544 6 631	8 834 8 918	10 015			
6D	2 866 2 884	3 416			5 490 5 520 5 568 5 574 5 631	6 550 6 568 6 577 6 595	8 882 8 957		11 309 11 372		
6E	2 854 2 872 2 917 3 001	3 443	4 657* 4 675		5 514 5 526 5 550	6 583 6 655 6 661	8 861* 8 906 8 909	10 036 10 051 10 084	11 357 11 363		
6F	2 926 2 941	3 434 3 440			5 496 5 508	6 526 6 667	8 864 8 939	10 060	11 279 11 366		
6G	2 869* 2 875* 2 890 2 896* 2 899 2 902* 2 911* 2 917* 2 938* 2 953 2 962 2 968* 2 971 2 977 2 983 2 989 2 995	3 413* 3 422* 3 431* 3 437 3 446 3 449* 3 464 3 482	4 651* 4 663* 4 669* 4 672* 4 690* 4 696*		5 481 5 487 5 493* 5 499* 5 505* 5 511* 5 517* 5 523 5 547 5 553 5 559 5 565 5 571 5 577 5 583 5 592 5 598 5 604	6 529 6 535 6 541 6 547 6 553 6 559 6 565 6 574 6 580 6 586 6 598 6 604 6 610 6 616 6 622 6 628 6 634 6 649	8 816 8 825 8 831 8 843 8 858 8 867 8 870* 8 873 8 888* 8 912* 8 960	10 018* 10 054* 10 063*	11 276* 11 282* 11 288 11 294* 11 300* 11 306 11 315 11 369	13 270 13 276	17 913

(voir suite/cont.)

(suite/cont.)

	3	3.5	4.7	5.4 (Reg. 2)	5.6	6.6	9	10	11.3	13.3	18
					5610 5616 5622 5628* 5634* 5640*	6652 6673 6682					
7					5508	6586	8888		11285	13354	
7B	2863 2965	3455			5577 5583	6652	8906	10009			
7C	2950	3407			5592	6568 6604	8834	10081	11294		
7D	2998				5481			10096			
7E	2887	3485			5520	6580 6628	8864		11306		
7F	2956	3461			5547 5568	6622	8846 8960				
9			4696		5583	6553	8846 8852	10018	11339		
9B	2860 2905 2929*	3401* 3419 3425 3476*	4660		5484 5508 5523 5565	6538 6547 6598 6622	8819 8837 8861 8906	10009 10024 10039	11393		
9C	2851	3404 3461	4675		5481	6580	8873	10042	11279 11312		
9D	3016	3404			5592	6535	8873		11312		
10			4696	5454	5604	6553	8819 8834	10006 10012	11333 11390	13285	17910
10A	2866 2875 2911 2944 2956 2992	3449 3470		5472 5475	5484 5490 5496 5565 5631	6535 6580 6604	8855 8876	10066	11357 11363 11375		
10B	2854 2860	3404 3467 3488	4651 4666 4681 4690 4693	5460 5466	5553 5568 5583	6547 6574 6598	8837 8903 8939				
10C	2926 2965	3491	4660 4669	5457	5481 5487 5502 5562 5595	6541 6556 6568	8867				
10D	2893 2935	3419 3425 3458	4666 4669 4678	5472 5475	5484 5490 5496 5586 5625	6535 6544 6562	8858 8900				
10E	2869 2944 2992	3446 3473	4651 4666 4684	5460	5481 5559 5577	6547 6598	8843 8954		11276		
10F	2950		4663	5451	5526	6673	8945	10042			

(voir suite/cont.)

(suite/cont.)

	3	3.5	4.7	5.4 (Reg. 2)	5.6	6.6	9	10	11.3	13.3	18
11B	2851 2878 3004 3019	3410 3428 3434 3443	4672	5451 5463 5469	5508 5514 5523 5571	6538 6550 6559 6565	8822 8885 8912	10045 10093	11288 11306	13312	17964
12		3440			5568			10054			17901
12A	2950				5604						
12C	2920 2980	3401 3464	4693	5460	5484 5490 5496 5502 5589 5613	6535 6571 6592 6622 6628	8816 8948 8957	10021 10039	11324		
12D		3407			5562	6673	8876	10015			
12E	2860 2956 2998	3461 3488	4681	5454 5475	5481 5487 5583 5595 5604	6547 6553 6598	8852 8873	10063 10090	11381 11393		
12F	2893 2956 2965 2998	3461 3488		5451 5475	5508 5556 5583 5604	6532 6553	8873 8894	10090	11297		
12G	2875 2956 2998	3461 3488			5484 5523 5559 5646	6526 6616					
12H	2956 2998	3461 3488		5451	5583						
12J	2860 2902 2926 2965	3419			5481 5496 5619	6535 6547	8954		11381 11384		
13										13318	17913
13A								10048			17967
13B								10048			17967
13C	2863 2869 2992	3413 3458 3473			5490 5514 5553 5571 5577	6541 6556 6562 6568 6580	8819 8834 8843 8939	10042	11327 11375	13309	
13D	2914 2983	3425 3467	4660	5460	5562	6622 6628 6673	8867 8912 8957	10084	11318		
13E	2851	3491	4651 4663		5481 5583 5604	6553 6577	8858		11303		17967
13F	2851 2956 2998	3446 3476	4651 4663	5454	5481 5583 5604	6547 6553	8831 8858 8864	10081	11321 11330		17967
13G	2872 2971 3016	3434 3470	4675*	5469 5475	5574	6586 6613	8822 8885 8900	10006 10021 10036	11369		

(voir suite/cont.)

(suite/cont.)

	3	3.5	4.7	5.4 (Reg. 2)	5.6	6.6	9	10	11.3	13.3	18
13H	2899 2965	3455 3485	4657	5463 5472	5484 5547	6598	8825 8906	10036 10045	11282 11300	13267	
13I	2860 2878 2887	3419	4678 4693	5451 5466	5496 5523	6574	8873	10051			
13J	2857 2863 2878 2890 2920	3410 3428 3458	4684 4696	5451 5454	5559 5568 5577	6550 6559 6580	8816 8843	10012 10018 10042	11276		
13K	2863 2932 3004 3019	3401 3458 3464	4663 4672	5463	5481 5547 5577 5604	6547 6553 6580	8843 8849 8945	10009 10018 10042 10060	11339 11366	13309	
13M	2908 2977	3437 3449	4660 4690	5463	5502	6574 6628	8837 8867 8903	10066	11378		
13N	2986	3443		5457	5508	6604	8828	10093			
14	2851 2878	3446 3461 3479			5526 5604	6580 6628	8822 8855 8870	10045 10087	11360	13264	17946
14A	2950	3413	4678*			6547 6553	8816 8894				
14B		3488	4684*			6535 6604 6673	8900 8954				
14C	2887	3452	4684*			6541 6586	8885 8912				
14D	2950	3407	4693*		5481	6559 6574	8843 8858				
14E		3413				6565 6616	8891 8945				
14F		3488				6526 6610	8825 8831				
14G	2869 2944		4678*		5481 5550 5580		8876 8957				
VAFI	2860	3404			5499	6538	8852	10057		13261	
VCAR	2950				5580				11315		
VEUR	2998	3413			5640	6580	8957		11378	13264	
VMID	2956				5589		8945		11393		
VNAT	2905	3485			5592	6604	8870	10051		13270 13276	
VNCA		3461	4663		5676			10090		13279	
VPAC	2863					6679	8828			13282	
VSAM	2881				5601			10087		13279	
VSEA	2965	3458			5673	6676	8849		11387	13285	

(voir suite/cont.)

(suite/cont.)

	3	3.5	4.7	5.4 (Reg. 2)	5.6	6.6	9	10	11.3	13.3	18
W I	3010		4654 4687		5529 5532 5535 5541	6637 6643	8921 8924 8930 8936	10027 10030 10069 10072 10078	11345 11351	13324 13327 13333 13336 13342 13345 13351	17916 17922 17931
W II	3007 3013	3494 3497	4654 4687		5529 5538 5544	6637 6640 6646	8927 8933 8936	10027 10033 10075	11342 11348 11354	13330 13339 13348	17919 17925 17934 17940
W III	3007		4687			6637	8921 8930	10072 10078	11342 11351	13324 13333 13342 13351	17916 17922 17928 17934 17940
W IV	3010				5535 5541	6643	8924	10030 10069	11345	13327 13336 13345	17919 17928 17937
W V	3013				5532 5538 5544	6640 6646	8927 8933	10033 10075	11348 11354	13330 13339 13348	17925 17931 17937

ARTICLE 2

Frequency Allotment Plan
(in numerical order of frequencies)

General Notes:

Replace numbers 27/192, 27/193 and 27/194 by the following new texts:

MOD **27/192 Aer2** 1. *Class of stations:* FA

Classes of emission: see Nos. **27/49-27/52.**

Power: Unless otherwise indicated in the Plan, the power values for aeronautical and aircraft stations are those shown in Nos. **27/54-27/62.**

Hours: H24, unless otherwise indicated.

MOD **27/193 Aer2** 2. A frequency allotted on a "day-time basis" may be used during the period one hour after sunrise to one hour before sunset.

MOD **27/194 Aer2** 3. A "common channel" is a channel allotted in common to two or more areas within interference distance of each other and its use is subject to agreement between the administrations concerned.

After number 27/194 add the following new number:

ADD **27/194A Aer2** 4. The world-wide frequency allotments appearing in the tables at No. **27/189** and Nos. **27/195** to **27/207**, except for carrier (reference) frequencies 3 023 kHz and 5 680 kHz, are reserved for assignment by administrations to stations operating under authority granted by the administration concerned, for the purpose of serving one or more aircraft operating agencies. Such assignments are to provide communications between an appropriate aeronautical station and an aircraft station anywhere in the world for exercising control over regularity of flight and for safety of aircraft. World-wide frequencies are not to be assigned by administrations for MWARA, RDARA and VOLMET purposes. Where the operational area of an aircraft lies wholly within a RDARA or Sub-RDARA boundary, frequencies allotted to those RDARAs and Sub-RDARAs shall be used.

Replace numbers 27/195 to 27/207 by the following new texts:

MOD 27/195
Aer 2

bande/*band*/banda 2 850-3 025 kHz **3 MHz**

Fréquence kHz *Frequency kHz* Frecuencia kHz 1	Zone d'emploi autorisé ** *Authorized area of use* ** Zona de uso autorizado ** 2	Observations ** *Remarks* ** Observaciones ** 3
2851	M AFI R 2A 3B 3C 9C 11B 13E 13F 14	CC 3B 3C CC 13E 13F C001/2A
2854	M SAT R 3A 3B 6E 10B	CC 3A 3B
2857	R 2B 2C 6B 13J	CC 2B 2C
2860	R 1B 3A 3C 9B 10B 12E 12J 13I V VAFI	CC 3A 3C CC 12E 12J C001/1B
2863	R 2A 2C 7B 13C 13J 13K V VPAC	CC 2A 2C CC 13C 13J 13K
2866	R 2C 3C 4B 6D 10A	C001/3C
2869	M CEP R 2A 2B 3A 6G 10E 13C 14G	CC 2A 2B 3A C009/6G
2872	M NAT R 3B 6A 6E 13G	CC 6A 6E
2875	R 2A 2B 3A 6G 10A 12G	CC 2A 2B 3A C009/6G
2878	M AFI R 3B 3C 11B 13I 13J 14	CC 3B 3C CC 13I 13J
2881	R 1B 2A 2B 3A 6C V VSAM	CC 2A 2B 3A C001/1B
2884	R 2C 3B 6D	C001/3B
2887	M CAR R 2A 2B 3A 7E 13I 14C	CC 2A 2B 3A C001/2A 2B 3A
2890	R 1B 6G 13J	
2893	R 2C 3 4B 10D 12F	CC 2C 3
2896	R 2A 2B 3A 6G	CC 2A 2B 3A C009/6G
2899	M NAT R 5D 6G 13H	
2902	R 2B 2C 3B 6G 12J	CC 2B 2C 3B C009/6G
2905	R 3A 3C 5C 9B V VNAT	CC 3A 3C
2908	R 2B 2C 3B 13M	CC 2B 2C 3B
2911	R 3A 5B 6G 10A	C001/3A C010/6G
2914	R 2B 2C 3B 13D	CC 2B 2C 3B
2917	R 2A 6E 6G	C010/6G
2920	R 2B 2C 6B 12C 13J	CC 2B 2C

** Voir page 77/ See page 77 [82]/ Véase página 77. *(voir suite/cont.)*

bande/*band*/banda **2 850-3 025 kHz** **3 MHz**
(suite/cont.)

1	2	3
2923	R 3A 6A	C001/3A
2926	R 2A 2C 4A 6F 10C 12J	CC 2A 2C C001/4A
2929	R 2B 9B	C001/9B
2932	M NP R 2A 2C 13K	CC 2A 2C
2935	M SAT R 3 10D	
2938	R 2 6G	C009/6G
2941	R 2A 6F	
2944	M MID SAM R 10A 10E 14G	
2947	R 6A	
2950	R 2 3C 7C 10F 12A 14A 14D V VCAR	CC 2 3C CC 14A 14D
2953	R 4A 6G	
2956	R 6C 7F 10A 12E 12F 12G 12H 13F V VMID	CC 12E 12F 12G 12H
2959	R 3A	
2962	M NAT R 6G	
2965	R 1E 7B 10C 12F 12J 13H V VSEA	CC 12F 12J
2968	R 3B 5B 6G	C001/3B C009/6G
2971	M NAT R 5D 6G 13G	
2974	R 1D 3C	
2977	R 1C 6G 13M	
2980	R 1D 3C 12C	
2983	R 1C 6G 13D	
2986	R 3C 5A 13N	
2989	R 1D 6G	
2992	M MID R 10A 10E 13C	
2995	R 6G	
2998	M CWP R 7D 12E 12F 12G 12H 13F V VEUR	CC 12E 12F 12G 12H
3001	R 6A 6E	CC 6A 6E

(voir suite/cont.)

bande/*band*/banda **2 850-3 025 kHz** **3 MHz**
(suite/cont.)

1	2	3
3 004	M NCA R 11B 13K	
3 007	W MONDIALE WORLDWIDE MUNDIAL	C100/II III
3 010	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
3 013	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
3 016	M EA NAT R 9D 13G	
3 019	M NCA R 11B 13K	

MOD **27/196**
Aer 2

1	2	3
3 023	W MONDIALE WORLDWIDE MUNDIAL (R) et/*and*/y (OR)	Voir Partie II, Section II, article 3 See Part II, Section II, article 3 Véase Parte II, Sección II, artículo 3

MOD **27/197**
Aer 2

bande/*band*/banda **3 400-3 500 kHz** **3.5 MHz**

1	2	3
3 401	R 2B 2C 3B 9B 12C 13K	CC 2B 2C 3B C001/9B
3 404	R 3A 3C 9C 9D 10B V VAFI	CC 3A 3C CC 9C 9D
3 407	R 2B 2C 3B 7C 12D 14D	CC 2B 2C 3B
3 410	R 1D 3C 11B 13J	
3 413	M CEP R 3B 6G 13C 14A 14E V VEUR	CC 14A 14E C009/6G
3 416	R 1D 2A 2B 3A 6D	CC 2A 2B 3A C001/2A 2B 3A
3 419	M AFI R 3B 3C 9B 10D 12J 13I	CC 3B 3C
3 422	R 2A 2B 3A 6G	CC 2A 2B 3A C001/6G C004/6G
3 425	M AFI R 3B 3C 9B 10D 13D	CC 3B 3C

(voir suite/cont.)

bande/*band*/banda **3 400-3 500 kHz** **3.5 MHz**
(suite/cont.)

1	2	3
3428	R 2B 2C 11B 13J	CC 2B 2C
3431	R 3A 3B 5B 6G	CC 3A 3B C001/3A 3B C009/6G
3434	R 2A 2C 6F 11B 13G	CC 2A 2C
3437	R 3B 4A 6G 13M	C001/3B
3440	R 2A 2C 6F 12	CC 2A 2C
3443	R 3A 3B 4B 6E 11B 13N	CC 3A 3B
3446	R 1D 6G 10E 13F 14	
3449	R 2B 2C 6G 10A 13M	CC 2B 2C C001/6G C004/6G
3452	M SAT R 3A 3C 5A 5C 14C	CC 3A 3C CC 5A 5C
3455	M CAR CWP R 2A 2C 7B 13H	CC 2A 2C
3458	R 1B 10D 13C 13J 13K V VSEA	CC 13C 13J 13K C001/1B
3461	R 7F 9C 12E 12F 12G 12H 14 V VNCA	CC 12E 12F 12G 12H
3464	R 1C 6G 12C 13K	
3467	M AFI MID SP R 10B 13D	CC AFI MID
3470	M SEA R 1C 10A 13G	
3473	M MID R 1B 6C 10E 13C	C001/1B
3476	M INO NAT R 9B 13F	C001/9B
3479	M EUR SAM R 6A 6B 14	
3482	R 5D 6G	
3485	M EA SEA R 7E 13H V VNAT	CC EA SEA
3488	R 1B 5B 6B 10B 12E 12F 12G 12H 14B 14F	CC 12E 12F 12G 12H CC 14B 14F C001/1B
3491	M EA R 1E 4A 10C 13E	CC 1E 4A
3494	W MONDIALE WORLDWIDE MUNDIAL	C100/11
3497	W MONDIALE WORLDWIDE MUNDIAL	C100/11

(voir suite/cont.)

MOD 27/198
Aer 2

bande/*band*/banda 4 650-4 700 kHz | 4.7 MHz

1	2	3
4 651	R 1D 6C 6G 10B 10E 13E 13F	CC 13E 13F C001/6G
4 654	W MONDIALE WORLDWIDE MUNDIAL	C100/I II
4 657	M AFI CEP R 2A 2C 3B 6A 6E 13H	CC 2A 2C C001/2A 2C CC 6A 6E C001/6A 6E
4 660	R 2B 2C 9B 10C 13D 13M	CC 2B 2C CC 13D 13M
4 663	R 6G 10F 13E 13F 13K V VNCA	CC 13E 13F 13K C001/6G
4 666	M CWP R 1C 10B 10D 10E	CC 10B 10D 10E
4 669	M MID SAM R 6G 10C 10D	CC 10C 10D C001/6G
4 672	R 2A 2B 3A 4A 6G 11B 13K	CC 2A 2B 3A C001/4A C001/6G
4 675	M NAT R 6A 6E 9C 13G	CC 6A 6E C001/13G
4 678	M NCA R 10D 13I 14A 14G	CC 14A 14G C001/14A 14G
4 681	R 2B 2C 3B 10B 12E	CC 2B 2C 3B
4 684	R 3A 3C 10E 13J 14B 14C	CC 3A 3C CC 14B 14C C001/14B 14C
4 687	W MONDIALE WORLDWIDE MUNDIAL	C100/I II III
4 690	R 2A 2B 3A 6G 10B 13M	CC 2A 2B 3A C001/6G
4 693	R 2B 2C 3 10B 12C 13I 14D	CC 2B 2C 3 C001/14D
4 696	R 2 6G 9 10 13J	C001/6G

MOD 27/199
Aer 2

bande/*band*/banda **5 450-5 480 kHz (Reg. 2)** **5.4 MHz**

1	2	3
5 451	R 10F 11B 12F 12H 13I 13J	CC 12F 12H CC 13I 13J
5 454	R 10 12E 13F 13J	
5 457	R 10C 13N	
5 460	R 10B 10E 12C 13D	
5 463	R 11B 13H 13K 13M	
5 466	R 10B 13I	
5 469	R 11B 13G	
5 472	R 10A 10D 13H	
5 475	R 10A 10D 12E 12F 13G	CC 12E 12F

MOD 27/200
Aer 2

bande/*band*/banda **5 480-5 680 kHz** **5.6 MHz**

1	2	3
5 481	R 2A 2C 4B 6G 7D 9C 10C 10E 12E 12J 13E 13F 13K 14D 14G	CC 2A 2C CC 10C 10E CC 12E 12J CC 13E 13F CC 14D 14G
5 484	R 1B 3A 3C 6A 9B 10A 10D 12C 12G 13H	CC 3A 3C
5 487	R 2C 6G 10C 12E	
5 490	R 2A 2B 3A 6D 10A 10D 12C 13C	CC 2A 2B 3A
5 493	M AFI R 3B 6G	C002/6G
5 496	R 2A 2B 3A 6F 10A 10D 12C 12J 13I	CC 2A 2B 3A
5 499	R 3B 6G V VAFI	C002/6G
5 502	R 2A 2B 3A 6B 10C 12C 13M	CC 2A 2B 3A
5 505	R 3B 6G	C003/6G
5 508	R 2B 2C 6F 7 9B 11B 12F 13N	CC 2B 2C
5 511	R 3A 5B 6G	C002/6G
5 514	R 2C 3B 3C 6E 11B 13C	CC 3B 3C
5 517	R 3A 6G	C002/6G
5 520	M CAR R 2B 2C 3B 6D 7E	CC 2B 2C 3B
5 523	R 2A 6G 9B 11B 12G 13I	

(voir suite/cont.)

bande/*band*/banda **5 480-5 680 kHz** **5.6 MHz**
(suite/cont.)

1	2	3
5 526	M SAM R 2B 2C 3B 5D 6E 10F 14	CC 2B 2C 3B
5 529	W MONDIALE WORLDWIDE MUNDIAL	C100/I II
5 532	W MONDIALE WORLDWIDE MUNDIAL	C100/I V
5 535	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
5 538	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
5 541	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
5 544	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
5 547	M CEP R 2A 4A 6G 7F 13H 13K	
5 550	M CAR R 2B 2C 3B 5D 6C 6E 14G	CC 2B 2C 3B
5 553	R 6G 10B 13C	
5 556	R 2 3 12F	CC 2 3
5 559	M SP R 2A 4A 6G 10E 12G 13J	
5 562	R 2C 3B 3C 10C 12D 13D	CC 3B 3C
5 565	M SAT R 6G 9B 10A	
5 568	R 1B 3A 3C 5B 6D 7F 10B 12 13J	CC 3A 3C
5 571	R 6G 11B 13C	
5 574	M CEP R 2B 2C 4B 6D 13G	CC 2B 2C
5 577	R 1C 5A 6G 7B 10E 13C 13J 13K	CC 13C 13J 13K
5 580	R 3A 3B 6A 6C 14G V VCAR	CC 3A 3B
5 583	R 1E 5A 5C 6G 7B 9 10B 12E 12F 12H 13E 13F	CC 5A 5C CC 12E 12F 12H CC 13E 13F
5 586	R 2C 3C 10D	
5 589	R 12C V VMID	
5 592	R 6G 7C 9D V VNAT	
5 595	R 1C 2B 6B 10C 12E	
5 598	M NAT R 6G	
5 601	R 3A 3B 6A V VSAM	CC 3A 3B
5 604	R 2A 2C 4B 6G 10 12A 12E 12F 13E 13F 13K 14	CC 2A 2C CC 12E 12F CC 13E 13F

(voir suite/cont.)

bande/*band*/banda 5 480-5 680 kHz **5.6 MHz**
(suite/cont.)

1	2	3
5 607	R 2B	
5 610	R 6G	
5 613	R 2B 12C	
5 616	M NAT R 6G	
5 619	R 2B 12J	
5 622	R 1D 6G	
5 625	R 3A 5B 6B 10D	
5 628	M NP R 1D 6G	C003/6G
5 631	R 6D 10A	
5 634	M INO R 6G	C002/6G
5 637	R 1D 3C	
5 640	R 6G V VEUR	C002/6G
5 643	M SP R 3C	
5 646	M NCA R 12G	
5 649	M NAT SEA	
5 652	M AFI CWP	
5 655	M EA SEA	CC EA SEA
5 658	M AFI MID	CC AFI MID
5 661	M CWP EUR	
5 664	M NCA	
5 667	M MID	
5 670	M EA	
5 673	V VSEA	
5 676	V VNCA	

MOD **27/201**
Aer 2

5 680	W MONDIALE WORLDWIDE MUNDIAL (R) et/*and*/y (OR)	Voir Partie II, Section II, article 3 See Part II, Section II, article 3 Véase Parte II, Sección II, artículo 3

MOD 27/202
Aer 2

bande/*band*/banda 6 525-6 685 kHz | 6.6 MHz

1	2	3
6 526	R 2A 2B 3A 4A 6F 12G 14F	CC 2A 2B 3A
6 529	R 3B 6G	
6 532	M CWP R 2A 2B 3A 4A 12F	CC 2A 2B 3A
6 535	M SAT R 2C 5D 6G 9D 10A 10D 12C 12J 14B	
6 538	R 3A 3B 9B 11B V VAFI	CC 3A 3B
6 541	R 2C 6G 10C 13C 14C	
6 544	R 1C 3A 3B 5A 5C 6C 10D	CC 3A 3B CC 5A 5C
6 547	R 2A 2C 5D 6G 9B 10B 10E 12E 12J 13F 13K 14A	CC 2A 2C CC 12E 12J
6 550	R 1B 3A 3C 5B 6D 11B 13J	CC 3A 3C
6 553	R 2A 2C 4B 6G 9 10 12E 12F 13E 13F 13K 14A	CC 2A 2C CC 12E 12F CC 13E 13F
6 556	M SEA R 1 3A 3C 10C 13C	CC 3A 3C
6 559	M AFI R 2A 3B 6G 11B 13J 14D	
6 562	M CWP R 2B 2C 10D 13C	CC 2B 2C
6 565	R 2A 4 6G 11B 14E	
6 568	R 2B 2C 3B 6D 7C 10C 13C	CC 2B 2C 3B
6 571	M EA R 12C	
6 574	M AFI R 2A 6G 10B 13I 13M 14D	
6 577	M CAR R 2B 2C 3B 4B 6D 13E	CC 2B 2C 3B
6 580	R 6G 7E 9C 10A 13C 13J 13K 14 V VEUR	CC 13C 13J 13K
6 583	R 2 3 6E	CC 2 3
6 586	M CAR R 2C 6G 7 13G 14C	
6 589	R 3	
6 592	M NCA R 12C	
6 595	R 1B 3B 3C 5B 6D	CC 3B 3C
6 598	M EUR R 4B 6G 9B 10B 10E 12E 13H	

(voir suite/cont.)

bande/*band*/banda 6 525-6 685 kHz **6.6 MHz**
(suite/cont.)

1	2	3
6 601	R 2	
6 604	R 1D 6G 7C 10A 13N 14B V VNAT	
6 607	R 3A 6A 6B	
6 610	R 1D 6G 14F	
6 613	R 3A 6A 6B 13G	
6 616	R 4A 6G 12G 14E	
6 619	R 3A 6B	
6 622	M NAT R 6G 7F 9B 12C 13D	
6 625	M MID R 3B	
6 628	M NAT R 6G 7E 12C 13D 13M 14	CC 13D 13M
6 631	M MID R 3B 6C	
6 634	R 6G	
6 637	W MONDIALE WORLDWIDE MUNDIAL	C100/I II III
6 640	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
6 643	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
6 646	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
6 649	M SAM R 3A 6G	
6 652	R 6G 7B	
6 655	M NP R 2B 6E	
6 658	R 3C 6A	
6 661	M NP R 2B 6E	
6 664	R 3C 5A	
6 667	R 1E 2B 6F	
6 670	R 3C	
6 673	M AFI CEP R 2A 6G 10F 12D 13D 14B	
6 676	V VSEA	
6 679	V VPAC	
6 682	R 6G	

MOD 27/203
Aer 2

bande/*band*/banda 8 815-8 965 kHz | 9 MHz

1	2	3
8 816	R 4A 6G 12C 13J 14A	
8 819	R 2B 2C 9B 10 13C	CC 2B 2C
8 822	R 2A 3B 5A 5C 11B 13G 14	CC 5A 5C C005/2A
8 825	M NAT R 6G 13H 14F	
8 828	R 1D 13N V VPAC	
8 831	M NAT R 6G 13F 14F	
8 834	R 2B 2C 6C 7C 10 13C	CC 2B 2C
8 837	R 3A 3C 4A 9B 10B 13M	CC 3A 3C
8 840	R 1C 6	
8 843	M CEP R 5D 6G 10E 13C 13J 13K 14D	CC 13C 13J 13K
8 846	M CAR R 2 3 7F 9	CC 2 3
8 849	R 13K V VSEA	
8 852	R 3B 3C 9 12E V VAFI	CC 3B 3C
8 855	M SAM R 2 10A 14	
8 858	R 4A 6G 10D 13E 13F 14D	CC 13E 13F
8 861	M SAT R 3A 3B 6E 9B	CC 3A 3B C011/6E
8 864	M NAT R 2B 6B 6F 7E 13F	CC 6B 6F
8 867	M SP R 6G 10C 13D 13M	CC 13D 13M
8 870	R 5 6G 14 V VNAT	C004/6G
8 873	R 4 6G 9C 9D 12E 12F 13I	CC 9C 9D CC 12E 12F
8 876	R 2A 10A 12D 14G	
8 879	M INO NAT R 3B	
8 882	R 2C 6D	
8 885	R 5 6B 11B 13G 14C	
8 888	R 2 6G 7	C009/6G
8 891	M NAT R 6A 14E	

(voir suite/cont.)

bande/*band*/banda 8 815-8 965 kHz **9 MHz**
(suite/cont.)

1	2	3
8 894	M AFI R 3C 12F 14A	
8 897	M EA	
8 900	R 3A 10D 13G 14B	
8 903	M AFI CWP R 10B 13M	
8 906	M NAT R 6A 6E 7B 9B 13H	CC 6A 6E
8 909	R 2A 6E	
8 912	R 5B 6G 11B 13D 14C	C004/6G
8 915	R 3C 5A	
8 918	M CAR MID R 6C	
8 921	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
8 924	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
8 927	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
8 930	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
8 933	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
8 936	W MONDIALE WORLDWIDE MUNDIAL	C100/I II
8 939	R 2A 2C 6F 10B 13C	CC 2A 2C
8 942	M SEA R 3A	
8 945	R 10F 13K 14E V VMID	
8 948	R 6A 12C	
8 951	M MID	
8 954	R 3 10E 12J 14B	
8 957	R 3B 6D 12C 13D 14G V VEUR	
8 960	R 6G 7F	

MOD 27/204
Aer 2

bande/*band*/banda 10 005-10 100 kHz | 10 MHz

1	2	3
10 006	R 6A 10 13G	
10 009	R 2B 2C 7B 9B 13K	CC 2B 2C
10 012	R 5 10 13J	
10 015	R 2 6C 12D	
10 018	M MID R 6G 9 13J 13K	CC 13J 13K C003/6G
10 021	R 1 6B 12C 13G	
10 024	M SAM R 2B 2C 3B 9B	CC 2B 2C 3B
10 027	W MONDIALE WORLDWIDE MUNDIAL	C100/I II
10 030	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
10 033	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
10 036	R 1E 6E 13G 13H	CC 13G 13H
10 039	R 3B 3C 4A 9B 12C	CC 3B 3C
10 042	M EA R 9C 10F 13C 13J 13K	CC 13C 13J 13K
10 045	R 2 3A 11B 13H 14	CC 2 3A
10 048	M NP R 2A 5D 13A 13B	CC 13A 13B
10 051	R 6A 6E 13I V VNAT	CC 6A 6E
10 054	R 2A 2C 6G 12	CC 2A 2C C004/6G
10 057	M CEP R 3A V VAFI	
10 060	R 1D 6F 13K	
10 063	R 4B 6G 12E	C004/6G
10 066	M SEA R 1B 10A 13M	
10 069	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
10 072	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
10 075	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
10 078	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
10 081	M CWP R 4A 6A 7C 13F	C006/6A
10 084	M EUR SP R 6E 13D	
10 087	R 3 14 V VSAM	

(voir suite/cont.)

bande/*band*/banda **10 005-10 100 kHz** **10 MHz**
(suite/cont.)

1	2	3
10 090	R 12E 12F V VNCA	CC 12E 12F
10 093	R 5B 6B 11B 13N	
10 096	M NCA SAM R 7D	

MOD 27/205
Aer 2

bande/*band*/banda **11 275-11 400 kHz** **11.3 MHz**

1	2	3
11 276	R 2A 2C 6G 10E 13J	CC 2A 2C C002/6G
11 279	M NAT R 2B 6F 9C	
11 282	M CEP R 4A 6G 13H	C003/6G
11 285	R 2A 3B 7	CC 2A 3B
11 288	R 5A 6G 11B	
11 291	M SAT R 3B 3C	CC 3B 3C
11 294	R 2A 6G 7C	C002/6G
11 297	R 2 12F	
11 300	M AFI R 6G 13H	C002/6G
11 303	R 3C 13E	
11 306	R 6G 7E 11B	
11 309	M NAT R 3A 6D	
11 312	R 5 9C 9D	CC 9C 9D
11 315	R 6G V VCAR	
11 318	R 3 4A 13D	
11 321	R 6A 13F	
11 324	R 3A 3C 4B 12C	CC 3A 3C
11 327	M SP R 3B 5 13C	
11 330	M AFI NP R 3A 13F	
11 333	R 2B 2C 10	CC 2B 2C

(voir suite/cont.)

bande/*band*/banda **11 275-11 400 kHz** **11.3 MHz**
(suite/cont.)

1	2	3
11 336	M NAT R 3	
11 339	R 2B 6B 9 13K	
11 342	W MONDIALE WORLDWIDE MUNDIAL	C100/II III
11 345	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
11 348	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
11 351	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
11 354	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
11 357	R 6A 6E 10A	CC 6A 6E
11 360	M SAM R 2 3 14	CC 2 3
11 363	R 1 6E 10A	
11 366	R 1C 6B 6F 13K	CC 6B 6F
11 369	R 6G 13G	
11 372	R 2C 3B 6D	
11 375	M MID R 10A 13C	
11 378	R 3C 13M V VEUR	
11 381	R 6 12E 12J	CC 12E 12J
11 384	M CWP R 1D 12J	
11 387	M CAR V VSEA	
11 390	R 2 10	
11 393	R 9B 12E V VMID	
11 396	M CAR EA SEA	CC EA SEA

MOD 27/206
Aer 2

bande/*band*/banda **13 260-13 360 kHz** **13.3 MHz**

1	2	3
13 261	V VAFI	
13 264	R 14 V VEUR	
13 267	R 3 13H	
13 270	R 6G V VNAT	
13 273	M AFI	
13 276	R 6G V VNAT	
13 279	V VNCA VSAM	
13 282	V VPAC	
13 285	R 10 V VSEA	
13 288	M AFI EUR MID	CC AFI EUR MID
13 291	M NAT R 6	
13 294	M AFI	
13 297	M CAR EA SAM	CC CAR SAM
13 300	M CEP CWP NP SP R 4	CC CEP CWP NP SP
13 303	M EA NCA	CC EA NCA
13 306	M INO NAT	
13 309	M EA SEA R 13C 13K	CC EA SEA CC 13C 13K
13 312	M MID R 11B	
13 315	M NCA SAT	
13 318	M SEA R 13	
13 321	R 2 3	CC 2 3
13 324	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
13 327	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
13 330	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
13 333	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
13 336	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
13 339	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
13 342	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
13 345	W MONDIALE WORLDWIDE MUNDIAL	C100/I IV
13 348	W MONDIALE WORLDWIDE MUNDIAL	C100/II V

(voir suite/cont.)

bande/*band*/banda **13 260-13 360 kHz** **13.3 MHz**
(suite/cont.)

1	2	3
13 351	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
13 354	R 5 7	CC 5 7
13 357	M SAT R 2	

MOD 27/207
Aer 2

bande/*band*/banda **17 900-17 970 kHz** **18 MHz**

1	2	3
17 901	R 12	
17 904	M CEP CWP NP SP R 4	CC CEP CWP NP SP
17 907	M CAR EA SAM SEA	CC CAR SAM CC EA SEA
17 910	R 10	
17 913	R 6G 13	
17 916	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
17 919	W MONDIALE WORLDWIDE MUNDIAL	C100/II IV
17 922	W MONDIALE WORLDWIDE MUNDIAL	C100/I III
17 925	W MONDIALE WORLDWIDE MUNDIAL	C100/II V
17 928	W MONDIALE WORLDWIDE MUNDIAL	C100/III IV
17 931	W MONDIALE WORLDWIDE MUNDIAL	C100/I V
17 934	W MONDIALE WORLDWIDE MUNDIAL	C100/II III
17 937	W MONDIALE WORLDWIDE MUNDIAL	C100/IV V
17 940	W MONDIALE WORLDWIDE MUNDIAL	C100/II III
17 943	R 6	
17 946	M NAT R 14	
17 949	R 5	
17 952	R 3	
17 955	M SAT R 6B	
17 958	M NCA	
17 961	M AFI EUR INO MID	CC AFI EUR INO MID
17 964	R 2 11B	
17 967	R 5 13A 13B 13E 13F	CC 13A 13B 13E 13F

Explication des symboles et abréviations		Explanation of symbols and abbreviations		Explicación de los símbolos y abreviaturas	
Colonne 2	M = ZLAMP R = ZLARN V = VOLMET W = mondiale	Column 2	M = MWARA R = RDARA V = VOLMET W = worldwide	Columna 2	M = ZRMP R = ZRRN V = VOLMET W = mundial
Colonne 3	CC = voie commune à	Column 3	CC = common channel to	Columna 3	CC = canal común a
C001/...	Dans la zone indiquée après la barre oblique, utilisation diurne	C001/...	Restricted to daytime only, in the area indicated after the slant stroke	C001/...	En la zona indicada después del trazo oblicuo, utilización diurna
C002/6G	Dans la zone 6G, utilisation seulement à l'est de 95° E	C002/6G	In area 6G, operation is restricted to east of 95° E	C002/6G	En la zona 6G, el funcionamiento está limitado al este de 95° E
C003/6G	Dans la zone 6G, utilisation seulement à l'ouest de 95° E	C003/6G	In area 6G, operation is restricted to west of 95° E	C003/6G	En la zona 6G, el funcionamiento está limitado al oeste de 95° E
C004/6G	Utilisation limitée à l'est de 110° E	C004/6G	Use limited to east of 110° E	C004/6G	Uso limitado al este de 110° E
C005/2A	Utilisation limitée au nord de 60° N	C005/2A	Use limited to north of 60° N	C005/2A	Uso limitado al norte de 60° N
C006/6A	Utilisation limitée à l'est de 75° E	C006/6A	Use limited to east of 75° E	C006/6A	Uso limitado al este de 75° E
C007	Pas utilisé	C007	Not used	C007	No ha sido utilizado
C008	Pas utilisé	C008	Not used	C008	No ha sido utilizado
C009/6G	Dans la zone 6G, utilisation seulement à l'est de 110° E et au sud de 25° N	C009/6G	In area 6G, use limited to east of 110° E and south of 25° N	C009/6G	En la zona 6G, el funcionamiento está limitado al este de 110° E y al sur de 25° N
C010/6G	Dans la zone 6G, utilisation seulement à l'est de 118° E et au nord de 40° N	C010/6G	In area 6G, use limited to east of 118° E and north of 40° N	C010/6G	En la zona 6G, el funcionamiento está limitado al este de 118° E y al norte de 40° N
C011/6E	Dans la zone 6E, utilisation limitée au sud de 20° N	C011/6E	In area 6E, use is limited to south of 20° N	C011/6E	En la zona 6E, uso limitado al sur de 20° N
C100/...	La zone d'allotissement pour utilisation mondiale est indiquée à la suite du symbole. En ce qui concerne la procédure pour l'assignation des fréquences, voir le numéro **27/194A**	C100/...	Worldwide Allotment Area is indicated after the symbol. For assignment procedure see No. **27/194A**	C100/...	Se indica la zona de adjudicación para utilización mundial después del símbolo. En lo que se refiere al procedimiento para la asignación de las frecuencias, véase el número **27/194A**

After number 27/207 add the following new article:

ADD

ARTICLE 3

Frequencies for Common Use

ADD **27/208 Aer2** 1. The carrier (reference) frequencies 3 023 kHz and 5 680 kHz are intended for common use on a world-wide basis.

ADD **27/209 Aer2** 2. The use of these frequencies in any part of the world is authorized:

2.1 aboard aircraft for:

a) communications with approach and aerodrome control;

b) communication with an aeronautical station when other frequencies of the station are either unavailable or unknown;

2.2 at aeronautical stations for aerodrome and approach control under the following conditions:

a) with mean power limited to a value of not more than 20 watts in the antenna circuit;

b) special attention must be given in each case to the type of antenna used in order to avoid harmful interference;

c) the power of aeronautical stations which use these frequencies in accordance with the above conditions may be increased to the extent necessary to meet certain operational requirements subject to coordination between the administrations directly concerned and those whose services may be adversely affected.

ADD **27/210 Aer2** 3. Notwithstanding these provisions, the frequency 5 680 kHz may also be used at aeronautical stations for communication with aircraft stations when other frequencies of the aeronautical stations are either unavailable or unknown. However, this use shall be restricted to such areas and conditions that harmful interference cannot be caused to other authorized operations of stations in the aeronautical mobile service.

ADD **27/211 Aer2** 4. Additional particulars regarding the use of these channels for the above purposes may be recommended by the meetings of ICAO.

ADD **27/212 Aer2** 5. Frequencies 3 023 kHz and 5 680 kHz may also be used by stations of other mobile services participating in coordinated air-surface search and rescue operations, including communications between these stations and participating land stations. Aeronautical stations are authorized to use these frequencies to establish communications with such stations.

ADD **27/213 Aer2** 6. These channels may be used for A1 or A3 emissions, in accordance with special arrangements. Such channels shall not be subdivided.

ADD **27/214 Aer2** 7. All stations participating directly in coordinated search and rescue operations and using frequencies 3 023 kHz and 5 680 kHz shall transmit solely on the upper sideband except in the cases provided for in No. **27/50**.

FINAL PROTOCOL*

At the time of signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the undersigned delegates take note of the following statements made by signatory delegations:

No. 1

For the Democratic People's Republic of Korea:

The delegation of the Democratic People's Republic of Korea to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) cannot agree to the description of the boundary in the sea adjacent to its country which is used in the definition of the NCA-MWARA in Document No. 165 discussed at the Plenary Meeting, since it does not reflect the actual situation.

The delegation of the Democratic People's Republic of Korea therefore considers that the question of the description of the boundary in the sea between the Democratic People's Republic of Korea and the People's Republic of China should be decided between the two countries.

No. 2

For the Yemen Arab Republic:

The delegation of the Yemen Arab Republic to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) reserves its Government's rights in respect of MOD 27/9 of this Frequency Allotment Plan, as communication between aircraft on the ground in the Yemen Arab Republic and any station outside its territory is not allowed without prior permission from the authorities concerned.

No. 3

Republic of the Senegal:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Republic of the Senegal reaffirms its support for international cooperation in the field of telecommunications with due respect for the rights and interests of all Members. However, it reserves for its Government the right to take any action it may consider necessary to safeguard the interests of its telecommunications services should the reservations made or the measures taken by one or more Members jeopardize the efficient operation of these services.

No. 4

For the Republic of Venezuela:

The Administration of Venezuela reserves the right to authorize or prohibit operation of the stations of aircraft having landed at airports on Venezuelan territory, in accordance with Appendix 27 Aer2 to the Radio Regulations, No. 27/9.

---

* *Note by the General Secretariat:* The texts of the Final Protocol are shown in the chronological order of their deposit. In the Table of Contents these texts are grouped in the alphabetical order of country names.

No. 5

For the United Republic of Cameroon:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical (R) Service (Geneva, 1978), the delegation of the United Republic of Cameroon declares that the sovereignty of its State takes precedence over all other considerations in the case of application of any of the reservations formulated by other Members of the Union to the Final Acts of the above Conference.

In keeping with this policy, the delegation further reaffirms its position as expressed in the reservation formulated by the delegation at the Plenipotentiary Conference and contained in the Final Protocol to the International Telecommunication Convention (Malaga-Torremolinos, 1973), No. XXXII.[1]

No. 6

For the Argentine Republic:

In signing the Final Acts, the delegation of the Argentine Republic declares that its Government does not accept any obligation in respect of Appendix 27 Aer2 governing the Aeronautical Mobile (R) Service or in respect of the related provisions and application procedures that may affect its telecommunication services.

The Argentine Republic will nevertheless observe the provisions of Appendix 27 Aer2 and the application procedures as far as possible while reserving the right to take any action it may consider necessary to safeguard its aeronautical radiocommunication services.

No. 7

For Malaysia:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of Malaysia reserves the right of its Government to take whatever action it deems necessary to safeguard its interests should Members in any way fail to comply with the Recommendations and/or the Final Acts of the Conference or jeopardize its Aeronautical Mobile (R) Service.

No. 8

For Mexico:

I

In signing the Final Acts, the delegation of Mexico to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), reserves the right of its Government to take any measures it considers necessary in order to protect the interests of its services if the reservations entered or measures taken by another Member or Members are prejudicial to the proper operation of its telecommunication services.

II

The delegation of Mexico to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service reserves its Government's right to apply its own national communications legislation in respect of the amended definition in No. 27/9, in view of the deletion of the words "in flight".

[1] TIAS 8572; 28 UST 2666.

No. 9

For the Gabon Republic:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) the delegation of the Gabon Republic reserves its Government's right to accept or reject the consequences of the reservations entered at this Conference by other Governments when such reservations might jeopardize its telecommunication services.

No. 10

For Libya (Socialist People's Libyan Arab Jamahiriya):

The delegation of the Socialist People's Libyan Arab Jamahiriya reserves the right of its country to prevent, when appropriate, any aircraft from communicating with aeronautical stations while the aircraft is on land (see No. MOD 27/9).

No. 11

For the Republic of the Ivory Coast:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Ivory Coast reserves its Government's right to take any action it may deem necessary to protect its interests:

1. with regard to any attitude adopted by Members of the Union which conflicts with the International Telecommunication Convention and the Radio Regulations;
2. with regard to any reservation entered by Members of the Union which is liable to infringe its rights derived from this Conference.

No. 12

For the Islamic Republic of Mauritania:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Islamic Republic of Mauritania reserves its Government's right to take any measures it sees fit in order to ensure the proper operation of its Aeronautical Mobile (R) Service if any Administration does not abide by the provisions of the Final Acts and the Associated Plan or enters reservations or takes measures liable to infringe upon the sovereign rights of the Islamic Republic of Mauritania.

No. 13

For the Republic of Afghanistan:

I. The delegation of the Republic of Afghanistan to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) reserves the right of its Government to take any measures it may deem necessary to protect its interests if other countries fail to observe the provisions adopted by the Conference.

II. The deletion of the words "in flight" in the modified definition of 27/9 changes the operational use of the frequencies. The delegation of the Republic of Afghanistan reserves the right of its Government to enforce national communication regulations in this regard.

No. 14

For the Republic of Panama:

The delegation of the Republic of Panama to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) reserves its Government's right to apply Appendix 27 Aer2 and the associated provisions regulating the Aeronautical Mobile (R) Service to the extent that the national economy and national sovereignty are not thereby prejudiced.

No. 15

For the Republic of Kenya:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Republic of Kenya reserves the right of its Government to authorize or prohibit the use of operational control communications for aircraft not in flight.

The Republic of Kenya further reaffirms its position in the reservation expressed by its delegation at the Plenipotentiary Conference, contained in Final Protocol No. XXXIII to the International Telecommunication Convention (Malaga-Torremolinos, 1973).

No. 16

For the Federative Republic of Brazil:

The Brazilian Administration reaffirms its support for international cooperation in the field of telecommunications with due respect for the rights and interests of all Members of the International Telecommunication Union. However, it reserves its right, with regard to the definition of "Family of Frequencies" contained in No. MOD 27/9 of Appendix 27 Aer2, to establish within Brazilian territory and through national rules and regulations the conditions for the use of the frequencies of this Frequency Allotment Plan (Rev.1978) by aircraft stations, in order to safeguard the interests of its telecommunications services.

No. 17

For Cuba:

The delegation of Cuba to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) hereby states on behalf of its Government that, in signing the Final Acts, it does not accept any obligation with regard to those provisions and procedures that may affect its telecommunication services, and reserves the right to take any measures it considers necessary.

No. 18

For the Oriental Republic of Uruguay:

The delegation of the Oriental Republic of Uruguay declares on behalf of its Government that signature of the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) does not imply any obligation with respect to Appendix 27 Aer2 (27/9 Rev. and associated provisions) regulating the Aeronautical Mobile (R) Service in any cases which affect the country's economy or sovereignty.

No. 19

For the Republic of India:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Republic of India reserves the right of its Government to take such measures as may be necessary to safeguard its interests should any country make reservations and/or not accept the provisions of the Final Acts including the Associated Plan.

No. 20

For the Kingdom of Saudi Arabia:

The Kingdom of Saudi Arabia reserves the right to authorize or prohibit operation of HF communication stations by aircraft as in No. MOD 27/9 of the Frequency Allotment Plan (1978) while on the ground on Saudi Arabian territory.

No. 21

For the Republic of Bolivia:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) the delegation of the Republic of Bolivia states:

1. that as far as possible it will apply the provisions of Appendix 27 Aer2 to the Radio Regulations;

2. that it reserves the right to take any action it may consider necessary to safeguard the interests of its aeronautical radiocommunication services.

No. 22

For the Republic of Paraguay:

The delegation of the Republic of Paraguay to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service, (Geneva, 1978) states on behalf of its Government that, in signing these Final Acts, it does not accept any obligation in respect of Appendix 27 Aer2 governing the Aeronautical Mobile (R) Service or the related provisions and application procedures that may adversely affect its telecommunication services.

The Republic of Paraguay will nevertheless observe the provisions of Appendix 27 Aer2 and the application procedures as far as possible, while reserving the right to take any action it may consider necessary to safeguard its aeronautical radiocommunication services.

No. 23

For Thailand:

The delegation of Thailand reserves for its Government the right to take such action as it may consider necessary to safeguard its interests in regard to the provisions of the Final Acts of this Conference and in respect of reservations by any country which may jeopardize the telecommunication services of Thailand.

19-198 O - 86 - 7

No. 24

For the Republic of the Philippines:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Republic of the Philippines reaffirms its support for international economic cooperation in the field of telecommunications. It likewise reiterates its respect for the rights and interests of Members.

However, should any reservations made or measures taken by other Members jeopardize the interests and efficient operation of its telecommunication services, the Republic of the Philippines reserves the right to take such measures or actions as may be deemed necessary to safeguard and promote such interests.

No. 25

For the Federal Republic of Nigeria:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) the delegation of the Federal Republic of Nigeria hereby declares that its Government reserves the right to take any action which it considers necessary to safeguard its interests at all times should certain Members not comply with the decisions of the Conference or should they fail in any other way to comply with the requirements of the Final Acts of the Conference or its Annexes or the protocols attached thereto, or should reservations by other countries endanger the telecommunications services of the Federal Republic of Nigeria.

No. 26

For the Republic of Guinea:

The delegation of the Republic of Guinea reserves its Government's right to take any action it may consider necessary to safeguard its interests should certain Members not abide by the provisions adopted by the World Administrative Radio Conference on the Aeronautical Mobile (R) Service or should reservations made by other countries jeopardize the proper functioning of its telecommunication services or entail an increase in its contributory share in Union expenses.

No. 27

For the Republic of Singapore:

The delegation of the Republic of Singapore reserves for its Government the right to take such action as it may consider necessary to safeguard its interests in regard to the provisions of the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) and in respect of reservations by any country which may jeopardize the telecommunication services of the Republic of Singapore.

No. 28

For the Republic of Upper Volta:

The delegation of the Republic of Upper Volta to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) reserves its Government's right to take any action it may consider necessary to safeguard its interests should the normal operation of its telecommunication services be affected by the behaviour or reservations of certain Administrations in applying the Final Acts of the present Conference.

No. 29

Republic of Liberia:

In signing the Final Acts of the World Administrative Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Republic of Liberia reserves the right of its Government to take any action it may consider necessary to safeguard the interests of its telecommunications services, should the reservations made or the measures taken by another Member or Members jeopardize the efficient operation of these services.

No. 30

For the Republic of Indonesia:

The delegation of the Republic of Indonesia to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) reserves the right of its Government to take:

1. any action it deems necessary to safeguard its interests should Members in any way fail to comply with the requirements in the Final Acts of the Conference or should reservations by other Members jeopardize its Aeronautical Mobile Telecommunication Services;

2. further action in accordance with the Constitution and Laws of the Republic of Indonesia.

No. 31

For the Republic of Colombia:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Republic of Colombia states that, with a view to safeguarding its country's telecommunication services, the sovereignty of Colombia may not be infringed in any circumstances by any of the provisions adopted by the Conference or by any of the reservations entered by other Members of the Union.

Moreover, it reserves the right to take any action it may consider necessary to safeguard and enforce its sovereign rights in accordance with the constitution and law of the country.

It also reserves its Government's right to authorize or prohibit the operation of stations of aircraft landed at the airports of the Republic of Colombia in accordance with Appendix 27 Aer2 (No. MOD 27/9) to the Radio Regulations.

No. 32

For Spain:

I

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service the delegation of Spain reserves its Government's right to take any action it may consider necessary to safeguard its telecommunication services should they be affected by the reservations entered by other Members.

II

In signing the Final Acts of the present Conference, the delegation of Spain reserves its Government's rights with regard to the application of No. MOD 27/9 of Appendix 27 Aer2.

No. 33

For the Democratic Republic of Sao Tome and Principe:

The delegation of the Democratic Republic of Sao Tome and Principe, in signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), reserves its Government's right to accept or reject the consequences of the reservations made at this Conference by other Governments where such reservations might jeopardize its telecommunications services. In any case, it reaffirms its respect for the rights and interest of the Members of the Union.

No. 34

For Norway:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the Norwegian delegation states that the delineation of MWARA areas in no way affects Norway's exclusive right to provide Air Traffic Control and Flight Information Service and to establish associated facilities in the regions of the Kingdom of Norway falling within the NCA-MWARA.

No. 35

For the Islamic Republic of Pakistan:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Islamic Republic of Pakistan reserves the rights of its Government to permit an aircraft station on the ground in its territory to communicate with an aeronautical station located outside the territory of the Islamic Republic of Pakistan on the frequencies defined in MOD 27/9 of Appendix 27 Aer2 to the Radio Regulations.

No. 36

For the United Repubic of Tanzania:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the United Republic of Tanzania reserves the right of its Government to take any action it deems necessary to safeguard its interests in the event that Members fail in any way to comply with these provisions, or should these provisions and procedures jeopardize its telecommunication services.

No. 37

For the Republic of Guatemala:

The delegation of the Republic of Guatemala to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) reserves its Government's right with regard to No. MOD 27/9 of Appendix 27 Aer2 to the Radio Regulations, and concerning the reservations, provisions and procedures whose application may affect its radiocommunicaton services.

Nevertheless, in the interest of international cooperation, it reaffirms its intention to observe the provisions contained in the said Regulations so far as possible.

No. 38

For the Algerian Democratic and Popular Republic, the Kingdom of Saudi Arabia, the State of Bahrain, the People's Republic of Bangladesh, the State of Kuwait, Libya (Socialist People's Libyan Arab Jamahiriya), the Kingdom of Morocco, the Islamic Republic of Mauritania, the Islamic Republic of Pakistan, the State of Qatar, the Syrian Arab Republic, the Yemen Arab Republic, and the People's Democratic Republic of Yemen:

The delegations of the above-mentioned countries declare that the signature and possible subsequent ratification by their respective Governments of the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) do not in any way imply the recognition of Israel.

No. 39

For Chile:

In signing the Final Acts, the delegation of the Republic of Chile declares that its Government accepts no obligation with respect to Appendix 27 Aer2 governing the Aeronautical Mobile (R) Service or the associated provisions or application procedures which may affect its telecommunication services.

Nevertheless, the Republic of Chile will observe the provisions of Appendix 27 Aer2 and the application procedures so far as possible, while reserving the right to adopt such measures as it sees fit to safeguard its aeronautical radiocommunications.

No. 40

For Ecuador:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Republic of Ecuador reserves its Government's right to accept or refuse any obligation arising from those provisions and procedures of the Final Acts of the said Conference or from the reservations entered by any other country that may prejudice the proper operation of its telecommunication services, and to take any action that may be necessary to safeguard the country's interests with regard to the Aeronautical Mobile Service.

No. 41

For the Algerian Democratic and Popular Republic:

The delegation of the Algerian Democratic and Popular Republic to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978) reserves its Government's right to take any action it may consider necessary to safeguard its interests with respect to any provision of the Final Acts of the said Conference that might prejudice the proper operation of its telecommunication services.

No. 42

For the People's Republic of Bangladesh:

In signing the Final Acts, the delegation of the People's Republic of Bangladesh reserves the right of its Government to take any action it may deem necessary to safeguard its interest while adhering to the provisions of MOD 27/9 of Appendix 27 Aer2 to the Radio Regulations.

The delegation further reaffirms the position expressed in Final Protocol No. XVII of the International Telecommunication Convention (Malaga-Torremolinos, 1973).

No. 43

For the Syrian Arab Republic:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service, (Geneva, 1978), the delegation of the Syrian Arab Republic, while reaffirming its support for international cooperation in the field of telecommunications, reserves its Government's right to take any action it may consider necessary to authorize or prohibit the operation of aircraft stations on the ground in the Syrian Arab Republic in order to safeguard the interests of its telecommunication services.

No. 44

For Ethiopia:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service, (Geneva, 1978) the delegation of Ethiopia reserves the right of its Government to take any action needed to safeguard its interests if any country fails to abide by the provisions of the Final Acts and the associated Plan.

No. 45

For the Federal Republic of Germany, Denmark, Greece, Norway, Sweden and the Confederation of Switzerland:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegations mentioned above wish to state the following:

Commencing in 1976, very powerful pulse transmissions from HF stations operating within the territory of the U.S.S.R. have been causing continued harmful interference over large areas on frequencies in the HF bands, including those allocated to the Aeronautical Mobile (R) Service, and will, if not terminated, be liable to cause harmful interference on frequencies in the new Plan.

The above delegations refer to Article 35 in the Convention and to Resolution No. Aer2 of the Radio Regulations, and express their great concern about this prolonged violation of the said provisions.

Their Administrations reserve the right to take appropriate measures to protect the Aeronautical Mobile (R) Service, and other radio services, if this harmful interference continues.

No. 46

For the Republic of Korea:

The delegation of the Republic of Korea reserves for its Government the right to take such action as it may deem necessary to safeguard its interests in relation to the provisions of the Final Acts of this Conference and with regard to reservations by any country which may jeopardize the telecommunication services of the Republic of Korea.

No. 47

For the Democratic People's Republic of Korea:

The delegation of the Democratic People's Republic of Korea to the World Administrative Radio Conference on the Aeronautical Mobile (R) Service cannot agree to the description of the boundary in the Western Sea adjacent to its country in Sub-RDARA 6B, 6F and 6G discussed at the Plenary Meeting and because it does not reflect our position.

The delegation of the Democratic People's Republic of Korea therefore considers that the description of the boundary in the sea between the Democratic People's Republic of Korea and the People's Republic of China should be decided between the two countries later.

No. 48

For the People's Republic of China:

I

Appendix 27 Aer2 to the Radio Regulations fails to explicitly include in RDARA Sub-Area 6G the region defined by coordinates 32°30'N 124°E, 32°30'N 126°50'E, 26°N 125°E, 25°N 123°E, which encompasses China's territory Diaoyu Dao and other islands. The Chinese Delegation cannot agree to this omission which affects China's sovereignty and interests and the flight operations of its domestic air services in the region. The Chinese authorities concerned will continue to take measures to ensure the smooth operation of their flight services in the above-mentioned region.

II

In the maps of the MWARA, RDARA and VOLMET Areas attached to Appendix 27 Aer2 to the Radio Regulations, the delineation of the boundary line between the People's Republic of China and India does not conform to China's national boundary; the Chinese Delegation deems that it should be corrected to conform to China's national boundary.

No. 49

For the Union of Soviet Socialist Republics:

In connection with the statement made by the delegates of the Federal Republic of Germany, Denmark, Greece, Norway, Sweden and Switzerland and contained in Final Protocol No. 45, the delegation of the U.S.S.R. wishes to make the following statement:

In the Soviet Union the research on radio-wave propagation is being conducted by using the radio installations in the HF range and it might perhaps (according to the statements of Administrations of certain States) cause some short-term interference to individual services. Similar signals have been recorded in the Soviet Union by the receiving apparatus and monitoring service from the operation of installations of other countries.

With a view to reducing possible interference with the Aeronautical and Maritime Mobile Services operating in the HF range from the above-mentioned research operation conducted in the Soviet Union, a number of technical and organizational measures have been taken.

At present radio monitoring services confirm the efficiency of the measures taken.

In carrying out these studies, the Administration of the Soviet Union takes due account of the provisions of the International Telecommunication Convention and the Radio Regulations.

No. 50

For the Republic of India:

The Indian delegation has noted the following statement incorporated on the maps of MWARA, RDARA and VOLMET Areas attached to Appendix 27 Aer2 to the Radio Regulations: "The mention of the name of a country or of a geographical area on this map, as well as the tracing of borders, do not imply, on the part of the ITU, any position with respect to the political status of such a country or geographical area, or official recognition of these borders". However, in view of paragraph 2 of the Final Protocol No. 48 of the People's Republic of China, the Indian delegation would like to point out that the Republic of India does not accept the claims of the People's Republic of China in regard to the boundary line between China and India and there is no need for any correction to the maps as mentioned in the said Final Protocol of the People's Republic of China.

No. 51

For Japan:

Referring to 27/76 of Appendix 27 Aer2 to the ITU Radio Regulations and to paragraph 1 of the reservation made by the Chinese delegation (Final Protocol No. 48) which was distributed on 2 March 1978, the Japanese delegation is, under instructions from its Government, obliged to state as follows:

The Senkaku Islands, referred to as the Diaoyu Dao and other islands in the reservation made by the Chinese delegation in the above-mentioned Protocol, are an integral part of Japanese territory and therefore the Chinese allegation that these islands are Chinese territory is totally groundless.

No. 52

For the Republic of Korea:

In connection with paragraph 1 of Final Protocol No. 48, the delegation of the Republic of Korea states its position as follows:

1. the Republic of Korea delegation does not associate the RDARA boundaries with territorial boundaries;

2. the Republic of Korea delegation reserves the right of its Government to safeguard its national interests as well as aeronautical and flight operations in the area.

No. 53

For the Yemen Arab Republic:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the Yemen Arab Republic reserves the right of its Government to:

1. consider the text of No. ADD 27/8A as applying to communications between aeronautical stations and aircraft in flight;

2. to prohibit communication between any aircraft on the ground in the Yemen Arab Republic and any station outside its territory.

No. 54

For the People's Democratic Republic of Yemen:

In signing the Final Acts of the World Administrative Radio Conference on the Aeronautical Mobile (R) Service (Geneva, 1978), the delegation of the People's Democratic Republic of Yemen reserves the right of its Government to:

1. consider the texts of ADD 27/8A and MOD 27/9 of Appendix 27 Aer2 as applying to communications between aircraft stations in flight and appropriate aeronautical stations only;

2. authorize or forbid aircraft stations on the ground to communicate with aeronautical stations or any other telecommunication station located outside the territory of the People's Democratic Republic of Yemen.

No. 55

For the Kindom of Saudi Arabia:

The delegation of the Kingdom of Saudi Arabia reserves the right of its Government to authorize or prohibit the operation of HF communication stations by aircraft as in No. ADD 27/8A (and associated Note) of Appendix 27 Aer2 while on the ground in Saudi Arabian territory.

No. 56

For Iran:

With respect to 27/9 of Appendix 27 Aer2 the Delegation of Iran, while reaffirming its permanent support of international cooperation in the field of telecommunications, reserves the right of its Government to take any necessary action to authorize or prohibit operations of aircraft stations landed at airports anywhere within the territory of Iran to safeguard the interests of its services concerned.

(The signatures follow)

(The signatures following the Final Protocol are the same as those which follow the revision of the Radio Regulations on pages 2 to 5 [3828 to 3831].)

UNION INTERNATIONALE DES TELECOMMUNICATIONS

ACTES FINALS

de la conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) Genève, 1978

COPIE
certifiée conforme à l'original
Genève, le 17 NOV. 1978
Le Secrétaire général
de l'Union internationale des
télécommunications

Mohamed MILI

Genève 1978

ISBN 92-61-00632-9

ABRÉVIATIONS

Les abréviations suivantes sont utilisées dans les annexes pour caractériser la nature des amendements apportés lors de la révision partielle du Règlement des radiocommunications:

Symbole	Signification
MOD	Modification
ADD	Adjonction

Note: Si une modification n'affecte que la rédaction d'un numéro sans en modifier le fond, on utilise le symbole:

(MOD)

© U.I.T.

TABLE DES MATIÈRES

ACTES FINALS

de la Conférence administrative mondiale des Radiocommunications du Service mobile aéronautique (R), Genève, 1978

Page

RÉVISION PARTIELLE DU RÈGLEMENT DES RADIOCOMMUNICATIONS 1

ANNEXE 1: Révision partielle des articles 5, 9, 28 et 35 du Règlement des radiocommunications et des appendices 1 et 3 audit Règlement 7

ANNEXE 2: Révision de l'appendice 27 au Règlement des radiocommunications 11

PROTOCOLE FINAL 81

(Les chiffres entre parenthèses indiquent l'ordre dans lequel ont été rangées les déclarations dans le Protocole final)

Afghanistan (République d') (13)
Algérie (République Algérienne Démocratique et Populaire) (38, 41)
Allemagne (République fédérale d') (45)
Arabie Saoudite (Royaume de l') (20, 38, 55)
Argentine (République) (6)
Bahreïn (Etat de) (38)
Bangladesh (République Populaire du) (38, 42)
Bolivie (République de) (21)
Brésil (République Fédérative du) (16)
Cameroun (République Unie du) (5)
Chili (39)
Chine (République Populaire de) (48)
Colombie (République de) (31)
Corée (République de) (46, 52)
Côte d'Ivoire (République de) (11)
Cuba (17)
Danemark (45)
Equateur (40)
Espagne (32)
Ethiopie (44)
Gabonaise (République) (9)
Grèce (45)
Guatemala (République du) (37)
Guinée (République de) (26)
Haute-Volta (République de) (28)
Inde (République de l') (19, 50)
Indonésie (République d') (30)
Iran (56)
Japon (51)
Kenya (République du) (15)
Koweït (Etat de) (38)
Libéria (République du) (29)
Libye (Jamahiriya Arabe Libyenne Populaire Socialiste) (10, 38)
Malaisie (7)
Maroc (Royaume du) (38)
Mauritanie (République Islamique de) (12, 38)
Mexique (8)
Nigeria (République Fédérale de) (25)
Norvège (34, 45)
Pakistan (République Islamique du) (35, 38)
Panama (République de) (14)
Paraguay (République du) (22)
Philippines (République des) (24)
Qatar (Etat du) (38)
République Arabe Syrienne (38, 43)
République Populaire Démocratique de Corée (1, 47)
Sao Tomé-et-Principe (République Démocratique de) (33)
Sénégal (République du) (3)
Singapour (République de) (27)
Suède (45)
Suisse (Confédération) (45)
Tanzanie (République Unie de) (36)
Thaïlande (23)
Union des Républiques Socialistes Soviétiques (49)
Uruguay (République Orientale de l') (18)
Venezuela (République de) (4)
Yémen (République Arabe du) (2, 38, 53)
Yémen (République Démocratique Populaire du) (38, 54)

RÉSOLUTIONS

Page

RÉSOLUTION N° Aer2 – 1 relative à l'utilisation des fréquences 3 023 et 5 680 kHz communes aux services mobiles aéronautiques (R) et (OR) 95

RÉSOLUTION N° Aer2 – 2 relative à l'utilisation non autorisée des fréquences des bandes attribuées au service mobile aéronautique (R) 95

RÉSOLUTION N° Aer2 – 3 relative à la mise en œuvre du nouvel arrangement applicable aux bandes attribuées en exclusivité au service mobile aéronautique (R) entre 2 850 et 17 970 kHz 97

RÉSOLUTION N° Aer2 – 4 relative au traitement des fiches de notification concernant les assignations de fréquence aux stations aéronautiques dans les bandes attribuées en exclusivité au service mobile aéronautique (R), entre 2 850 et 17 970 kHz 98

RÉSOLUTION N° Aer 2 – 5 relative à la mise en œuvre du Plan d'allotissement de fréquences dans les bandes attribuées en exclusivité au service mobile aéronautique (R) entre 2 850 et 17 970 kHz 100

RÉSOLUTION N° Aer 2 – 6 relative à l'utilisation de bandes de fréquences supérieures aux bandes correspondant aux ondes décamétriques pour les communications et la diffusion de renseignements météorologiques dans le service mobile aéronautique (R) et le service mobile aéronautique par satellite (R) 101

RÉSOLUTION N° Aer2 – 7 relative à l'utilisation des fréquences du service mobile aéronautique (R) 102

RÉSOLUTION N° Aer2 – 8 portant abrogation de diverses Résolutions et d'une Recommandation de la Conférence administrative extraordinaire des radiocommunications aéronautiques (Genève, 1966) et d'une Résolution de la Conférence administrative des radiocommunications (Genève, 1959) 103

RECOMMANDATIONS

Page

RECOMMANDATION N° Aer2 – 1 relative à la mise au point de méthodes qui contribueront à réduire l'encombrement des bandes d'ondes décamétriques attribuées au service mobile aéronautique (R) 104

RECOMMANDATION N° Aer2 – 2 relative à l'emploi efficace des fréquences du service mobile aéronautique (R) désignées pour utilisation mondiale 104

RECOMMANDATION N° Aer2 – 3 relative à la coopération en vue de l'emploi efficace des fréquences du service mobile aéronautique (R) désignées pour utilisation mondiale 105

RECOMMANDATION N° Aer2 – 4 relative au passage du Plan actuel au Plan d'allotissement de fréquences révisé dans les bandes attribuées en exclusivité au service mobile aéronautique (R) entre 2 850 et 17 970 kHz 106

RECOMMANDATION N° Aer2 – 5 relative à l'inclusion de la bande 21 924-22 000 kHz dans le Plan d'allotissement de fréquences pour le service mobile aéronautique (R) (appendice 27 Aer2 au Règlement des radiocommunications) 107

RECOMMANDATION N° Aer2 – 6 relative à l'alignement des textes français, espagnol et anglais du numéro 429 du Règlement des radiocommunications 110

RECOMMANDATION N° Aer2 – 7 relative au numéro 27/123 de l'appendice 27 Aer2 (subdivision de zone 5B) 110

RECOMMANDATION N° Aer2 – 8 à la Conférence administrative mondiale des radiocommunications de 1979, concernant l'inapplicabilité de la Résolution N° 13 au service mobile aéronautique (R) 111

RECOMMANDATION N° Aer2 – 9 relative à la correspondance publique avec les aéronefs 111

RÉVISION PARTIELLE DU RÈGLEMENT DES RADIOCOMMUNICATIONS [1]

La Conférence de plénipotentiaires de Malaga-Torremolinos (1973) a, au cours de sa 25e séance plénière, approuvé le principe de la convocation d'une Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R), sous réserve de la réception d'un nombre suffisant de demandes des administrations des Membres de l'Union à ce sujet.

Lors de sa 29e session (1974), le Conseil d'administration a examiné les demandes provenant de quatre pays Membres de l'Union pour la convocation de la Conférence. Il a pris connaissance, également, d'une lettre du Secrétaire général de l'Organisation de l'aviation civile internationale (OACI) relative à cette question. Enfin, le Conseil d'administration a chargé le Secrétaire général de procéder à une enquête auprès des pays Membres afin de connaître leurs vues à ce sujet.

Lors de sa 30e session (1975), le Conseil d'administration a examiné le rapport du Secrétaire général sur cette enquête et, après consultation des Membres de l'Union, a adopté la Résolution N° 763 qui contenait l'ordre du jour de la Conférence et qui précisait que celle-ci se réunirait à Genève le 7 mars 1977 pour une durée maximale de quatre semaines.

Lors de sa 31e session (1976), le Conseil d'administration, après avoir examiné le budget et compte tenu des difficultés financières, a proposé aux Membres de l'Union, d'une part, de reporter la Conférence au 6 février 1978 pour une durée maximale de quatre semaines et, d'autre part, de transférer à la Conférence administrative mondiale des radiocommunications pour la radiodiffusion par satellite (Genève, 1977) le point de l'ordre du jour concernant le remaniement des Règlements des radiocommunications. Ces propositions furent approuvées par les Membres de l'Union.

Réunie en conséquence à la date fixée, la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) a examiné et révisé, conformément à son ordre du jour, les parties pertinentes du Règlement des radiocommunications. Les détails de cette révision figurent dans les annexes 1 et 2 ci-jointes.

Les dispositions du Règlement des radiocommunications ainsi révisées font partie intégrante du Règlement des radiocommunications annexé à la Convention internationale des télécommunications. Ces dispositions révisées entreront en vigueur le 1er septembre 1979, à l'exception des dispositions du Plan d'allotissement de fréquences pour le service mobile aéronautique (R) qui figurent à l'appendice 27 Aer2, lesquelles entreront en vigueur le 1er février 1983 à 00.01 heure TMG. Les dispositions du Règlement des radiocommunications annulées, remplacées ou modifiées en conséquence de cette révision seront abrogées aux dates d'entrée en vigueur des dispositions révisées pertinentes.

En signant la présente révision du Règlement des radiocommunications, les délégués déclarent que, si une administration formule des réserves au sujet de l'application d'une ou plusieurs dispositions révisées du Règlement des radiocommunications, aucune autre administration n'est obligée d'observer cette ou ces dispositions dans ses relations avec l'administration qui a formulé de telles réserves.

---

[1] Il s'agit du Règlement des radiocommunications de Genève (1959), tel qu'il a été partiellement révisé par la Conférence administrative extraordinaire des radiocommunications chargée d'attribuer des bandes de fréquences pour les radiocommunications spatiales (Genève, 1963), par la Conférence administrative extraordinaire des radiocommunications chargée d'élaborer un plan d'allotissement révisé pour le service mobile aéronautique (R) (Genève, 1966), par la Conférence administrative mondiale des radiocommunications chargée de traiter de questions concernant le service mobile maritime (Genève, 1967), par la Conférence administrative mondiale des télécommunications spatiales (Genève, 1971) et par la Conférence administrative mondiale des radiocommunications maritimes (Genève, 1974).

Les Membres de l'Union doivent informer le Secrétaire général de leur approbation de la révision du Règlement des radiocommunications par la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978). Le Secrétaire général notifie ces approbations aux Membres au fur et à mesure qu'il les reçoit.

En foi de quoi, les délégués des Membres de l'Union représentés à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978) ont signé, au nom de leurs pays respectifs, la présente révision du Règlement des radiocommunications, dont l'exemplaire unique restera dans les archives de l'Union internationale des télécommunications et dont une copie certifiée conforme sera remise à chacun des Membres de l'Union.

Fait à Genève, le 5 mars 1978

Pour la République d'Afghanistan:

ABDUL-RAZEQ NAQARAR

Pour la République Algérienne Démocratique et Populaire:

N. BOUHIRED
M. BENCHEMAM
M. AIT BENHAMOU

Pour la République fédérale d'Allemagne:

R. BINZ
K. SPINDLER

Pour la République Populaire d'Angola:

JOSÉ GUALBERTO DE MATOS

Pour le Royaume de l'Arabie Saoudite:

IBRAHIM AHMED OBAID
ABDULRAHMAN A. DAGHISTANI
SAEED ABDULLA AL-FARHA AL-GHAMDI
HAIDAR ABDULLAH HUSSEIN
HAMID MOHAMMED OMAIR

Pour la République Argentine:

MARCELO OTERO MOSTEIRIN

Pour l'Australie:

P. D. BARNES
KEITH H. KING

Pour l'Etat de Bahreïn:

YOUSIF AHMED SULMAN

Pour la République Populaire du Bangladesh:

A. M. AHSANULLAH
S. A. MOTALIB

Pour la Belgique:

THEYS A. V. G.
GODART H. F. J.

Pour la République Socialiste Soviétique de Biélorussie:

P. AFANASIEV

Pour la République de Bolivie:

CLOVIS VELAZQUEZ ALQUIZALETH

Pour la République Fédérative du Brésil:

PAULO RICARDO HERMANO BALDUINO

Pour la République Populaire de Bulgarie:

IVAN IGNATOV

Pour la République Unie du Cameroun:

VICTOR I. N. VEGA
JEAN ESSESSE-DIKONGUE

Pour le Canada:

E. D. DuCHARME

Pour le Chili:

JAIME LAGOS

Pour la République Populaire de Chine:

WANG NAI-TIEN

Pour la République de Colombie:

ORLANDO GALLO SUÁREZ
ALIRIO GUTIÉRREZ DÍAZ

Pour la République de Corée:

SHINYONG LHO
CHANG SOO KO
JEONG JAI IM
HYUN DUK KIM
JONG SOUNG KIM

Pour la République de Côte d'Ivoire:

GNONSOA KOMOANGNAN JEAN

Pour Cuba:

FRANCISCO RODRIGUEZ ACOSTA

Pour le Danemark:

P. V. LARSEN
V. O. BENDTSEN
E. BIRCH

Pour les Emirats Arabes Unis:

ALI SALIM AL-OWAIS
HALIM J. FANOUS

Pour l'Equateur:

CESAR LARA

Pour l'Espagne:

MANUEL VALBUENA GRANADOS
LUIS GARCIA-CEREZO
JOSÉ L. BARRANCO ALVAREZ

Pour les Etats-Unis d'Amérique:

BETTY C. DILLON
CARLTON A. KEYS

Pour l'Ethiopie:

TESFATSION SEBHATU
MITIKU AYANA

Pour la Finlande:

T. HAHKIO
J. KARJALAINEN

Pour la France:

CHEF MAURICE
DHENIN CHRISTIAN-JACK

Pour la République Gabonaise:

ASSOKO-ALLOGO-ANDRE

Pour la Grèce:

ANDRÉ S. METAXAS
C. HAGER
G. STAMATOPOULOS
N. BENMAYOR

Pour la République du Guatemala:

OLMEDO AISAR VASQUEZ TOLEDO
EDUARDO RIVERA PÉREZ

Pour la République de Guinée:

DIALLO MAMADOU SALIOU

Pour la République de Haute-Volta:

KABA YOUSSOUF

Pour la République Populaire Hongroise:

Dr. HORVÁTH LAJOS

Pour la République de l'Inde:

T. V. SRIRANGAN
Dr. S. C. MAJUMDAR
M. D. JOSHI
BISWAPATI CHAUDHURI

Pour la République d'Indonésie:

TH. A. PRATOMO
F. M. JASIN

Pour l'Iran:

A. HAKIMIAN

Pour l'Irlande:

O'NEILL DANIEL J.

Pour l'Italie:

PETTI A.

Pour le Japon:

KIKKAWA KYUSO
FUJIOKA MASAYOSHI

Pour la République du Kenya:

S. A. MALUMBE
I. N. ODUNDO
S. M. CHALLO

Pour l'Etat de Koweït:

ABDULRAHMAN S. ALDUWAISAN
FAISAL MANSOUR AL TAHOO
AHMAD AL-HASAWI
SAMI KHALED AL-AMER

Pour la République du Libéria:

SAMUEL H. BUTLER, SR

Pour la Jamahiriya Arabe Libyenne Populaire Socialiste:

MOHAMED SALEH ALSABEY

Pour la Malaisie:

K. P. RAMANATHAN MENON

Pour le Royaume du Maroc:

HASBI BOUCHAÏB

Pour Maurice:

J. SOOBARAH

Pour la République Islamique de Mauritanie:

MANGASSOUBA A.

Pour le Mexique:

IGNACIO VALADEZ GUTIERREZ

Pour la République Fédérale de Nigeria:

RAPHAEL EJOH NATHAN INOMA
JONATHAN APIAFI HART

Pour la Norvège:

L. GRIMSTVEIT
ARNE BØE
THORMOD BØE

Pour la Nouvelle-Zélande:

ROBERT JOHN BUNDLE
ROSS WILLIAM BECKER
RAYMOND KENNETH PEARSON

Pour la République Islamique du Pakistan:

S. H. QURESHI
MUSHTAQ AHMAD

Pour la République de Panama:

ISMAEL GARCÍA GRIMALDO
AQUILINO P. VILLAMONTE RAMOS

Pour Papua-Nouvelle-Guinée:

G. H. RAILTON
S. KULUPI
C. R. EMERY

Pour la République du Paraguay:

ING. MIGUEL HORACIO GINI ESPINOLA
HECTOR RAUL VEGA ALMIRON

Pour le Royaume des Pays-Bas:

W. DAMMERS
A. R. VISSER

Pour la République des Philippines:

BRILLANTES HORTENCIO J.
CARREON CEFERINO S.
SAN JUAN HERACLIO L.
MARASIGAN RICARDO B.

Pour la République Populaire de Pologne:

KONRAD KOZŁOWSKI
HALINA SMOLEŃSKA

Pour le Portugal:

ADRIANO DE CARVALHO
DOMINGOS FRANCO

Pour l'Etat du Qatar:

En. ABDULLAH ALI OMER AL-MANNAI

Pour la République Arabe Syrienne:

HAITHAM HABBAB
HAYAN MAHFOUZ

Pour la République Démocratique Allemande:

CALOV

Pour la République Populaire Démocratique de Corée:

KIM RYE HYON

Pour la République Socialiste Soviétique d'Ukraine:

V. SAVANTCHUK

Pour la République Socialiste de Roumanie:

CONSTANTIN CEAUȘESCU

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

D. E. BAPTISTE
G. W. NORTH

Pour la République Démocratique de Sao Tomé-et-Principe:

FERNANDO RAMOS DAS NEVES
DEOLINDO COSTA

Pour la République du Sénégal:

ALIOUNE MBODJI DIONE
AMADOU BALLA DIAGNE

Pour la République de Singapour:

WAN SENG KONG

Pour la Suède:

KRISTER BJÖRNSJÖ

Pour la Confédération Suisse:

H. BLASER
H. A. KIEFFER

Pour la République Unie de Tanzanie:

FRANK M. MGAYA

Pour la République Socialiste Tchécoslovaque:

Ing. F. KRÁLÍK

Pour la Thaïlande:

SUCHART P. SAKORN
DANAI LEKHYANANDA
VORAPUTHI JAYANAMA

Pour l'Union des Républiques Socialistes Soviétiques:

BADALOV A. L.

Pour la République Orientale de l'Uruguay:

Col. (Av) JOSÉ R. HEGUI
ROSENDO F. HERNANDEZ

Pour la République de Venezuela:

CARLOS J. MARTINEZ
DE LA ROSA MARRAS MIGUEL J.
ALEJANDRO MADRIGAL
ALCAZAR N. V.
BELLORIN J. R.

Pour la République Arabe du Yémen:

AHMED HASSAN ELZAGGAR

Pour la République Démocratique Populaire du Yémen:

OMER ABDULLA YAFAI

Pour la République Socialiste Fédérative de Yougoslavie:

DULOVIĆ LJUBOMIR

ANNEXE 1

Révision partielle des articles 5, 9, 28 et 35 du Règlement des radiocommunications et des appendices 1 et 3 audit Règlement

ARTICLE 5

L'article 5 du Règlement des radiocommunications est révisé comme suit:

Le numéro 201A est remplacé par le nouveau texte suivant:

MOD **201A Aer2** Les fréquences 2 182 kHz, 3 023 kHz, 5 680 kHz, 8 364 kHz, 121,5 MHz, 156,8 MHz et 243 MHz peuvent, de plus, être utilisées, conformément aux procédures en vigueur pour les services de radiocommunications de Terre, pour les opérations de recherche et de sauvetage des véhicules spatiaux habités.

Il en est de même pour les fréquences 10 003 kHz, 14 993 kHz et 19 993 kHz mais, pour chacune de celles-ci, les émissions doivent être limitées à une bande de ± 3 kHz de part et d'autre de la fréquence.

Le numéro 205A est remplacé par le nouveau texte suivant:

MOD **205A Aer2** Les fréquences porteuses (fréquences de référence) 3 023 kHz et 5 680 kHz peuvent, de plus, être utilisées par les stations du service mobile maritime qui participent à des opérations de recherche et de sauvetage coordonnées, dans les conditions spécifiées aux numéros **1326C** et **1353B** respectivement.

ARTICLE 9

L'article 9 du Règlement des radiocommunications est révisé comme suit:

Le nouveau numéro suivant est ajouté à la suite du numéro 553:

ADD **553A Aer2** *aa)* si la fiche de notification est conforme aux dispositions du numéro **501**;

Le numéro 557 est amendé de la façon suivante:

(MOD) **557 Aer2** . . . . . fréquences);

Le nouveau numéro suivant est ajouté à la suite du numéro 557:

ADD **557A Aer2** (2A) Une fiche de notification non conforme aux dispositions du numéro **553A** est examinée selon les dispositions des numéros **520** et **521**. La date à inscrire dans la colonne 2b est déterminée selon les dispositions pertinentes de la section III du présent article.

Le numéro 558 est remplacé par le nouveau texte suivant:

MOD **558 Aer2** (3) Dans le cas d'une fiche de notification conforme aux dispositions des numéros **553A** à **556**, mais non à celles du numéro **557**, le Comité examine si la protection spécifiée à l'appendice 27 Aer2 (partie I, section II A, paragraphe 5) est assurée aux allotissements du Plan. Ce faisant, le Comité admet que la fréquence sera utilisée selon les «Conditions de partage entre les zones» telles qu'elles sont spécifiées dans l'appendice 27 Aer2 (partie I, section II B, paragraphe 4).

ARTICLE 28

L'article 28 du Règlement des radiocommunications est révisé comme suit:

Le numéro 969A est remplacé par le nouveau texte suivant:

MOD **969A Aer2** (3) Les fréquences porteuses (fréquences de référence) aéronautiques 3 023 kHz et 5 680 kHz peuvent être utilisées par les stations mobiles pour la coordination des opérations de recherche et de sauvetage sur les lieux d'un incident, y compris pour les communications entre ces stations et les stations terrestres participantes, conformément à tout arrangement particulier régissant le service mobile aéronautique (voir les numéros **1326C** et **1353B**).

ARTICLE 35

L'article 35 du Règlement des radiocommunications est révisé comme suit:

Le numéro 1326C est remplacé par le nouveau texte suivant:

MOD **1326C Aer2** § 3A. La fréquence porteuse (fréquence de référence) aéronautique 3 023 kHz peut être utilisée pour établir des communications entre les stations mobiles qui participent à des opérations de recherche et de sauvetage coordonnées, ainsi que des communications entre ces stations et les stations terrestres participantes, conformément aux dispositions de l'appendice 27 Aer2.

Le numéro 1353B est remplacé par le nouveau texte suivant:

MOD **1353B Aer2** § 15A. La fréquence porteuse (fréquence de référence) aéronautique 5 680 kHz peut être utilisée pour établir des communications entre les stations mobiles qui participent à des opérations de recherche et de sauvetage coordonnées, ainsi que des communications entre ces stations et les stations terrestres participantes, conformément aux dispositions de l'appendice 27 Aer2.

APPENDICE 1

L'appendice 1 au Règlement des radiocommunications est révisé comme suit:

Remplacer le paragraphe 3 de la page AP1-15 du Règlement des radiocommunications par le texte suivant:

MOD 3. Indiquer la ou les fréquences de référence chaque fois qu'une émission déterminée en comporte, par exemple la fréquence de l'onde porteuse réduite d'une émission à bande latérale unique ou à bandes latérales indépendantes, ou les fréquences

des ondes porteuses du son et de l'image d'une émission de télévision. En ce qui concerne les stations de télévision de la Région 1, chaque fiche de notification doit indiquer, à titre de renseignement supplémentaire, à la fois la fréquence de l'autre onde porteuse et la fréquence assignée.

APPENDICE 3

Mar Mar2 Aer2

L'appendice 3 au Règlement des radiocommunications est révisé comme suit:

Tableau des tolérances de fréquence *

(voir l'article 12)

	Bandes de fréquences (limite inférieure exclue, limite supérieure incluse) et catégories de stations	Tolérances applicables jusqu'au 1er janvier 1966* aux émetteurs actuellement en service et à ceux qui seront mis en service avant le 1er janvier 1964	Tolérances applicables aux nouveaux émetteurs installés à partir du 1er janvier 1964 et à tous les émetteurs à partir 1er janvier 1966*
		* 1er janvier 1970 pour toutes les tolérances marquées d'un astérisque.	
	. . . . .		
	Bande: **De 1 605 à 4 000 kHz**		
	. . . . .		
MOD	2. *Stations terrestres:*		
	– d'une puissance inférieure ou égale à 200 W	100	100 *h) l) r)*
	– d'une puissance supérieure à 200 W	50	50 *h) l) r)*
	3. *Stations mobiles:*		
	. . . . .		
MOD	c) stations d'aéronef	200*	100* *r)*
	Bande: **De 4 à 29,7 MHz**		
	. . . . .		
	2. *Stations terrestres:*		
	. . . . .		
MOD	b) Stations aéronautiques:		
	– d'une puissance inférieure ou égale à 500 W	100	100 *r)*
	– d'une puissance supérieure à 500 W	50	50 *r)*
	. . . . .		
	3. *Stations mobiles:*		
	. . . . .		
MOD	c) stations d'aéronef	200*	100* *r)*

Renvois du tableau des tolérances de fréquence

Le nouveau renvoi r) est ajouté à la suite du renvoi q):

ADD

r) Pour les émetteurs à bande latérale unique fonctionnant dans les bandes attribuées en exclusivité au service mobile aéronautique (R) entre 1 605 et 4 000 kHz et entre 4 et 29,7 MHz, la tolérance sur la fréquence porteuse (fréquence de référence) est:

1.	pour toutes les stations aéronautiques	10 Hz
2.	pour toutes les stations d'aéronef fonctionnant dans les services internationaux	20 Hz
3.	pour les stations d'aéronef fonctionnant exclusivement dans des services nationaux	50 Hz **

** *Note.* – Afin d'obtenir une intelligibilité maximale, il est suggéré aux administrations d'encourager la réduction de cette tolérance à 20 Hz.

ANNEXE 2

Révision de l'appendice 27 au Règlement des radiocommunications

L'appendice 27 au Règlement des radiocommunications est révisé comme suit:

TABLE DES MATIÈRES

PARTIE I

Dispositions générales

		Page
SECTION I.	Définitions	13
SECTION II.	Principes techniques et d'exploitation appliqués pour l'établissement du Plan d'allotissement de fréquences pour le service mobile aéronautique (R)	
A.	Caractéristiques et utilisation des voies	14
B.	Courbes indiquant les portées de brouillage	17
	Cartes des zones de passage des lignes aériennes mondiales principales (ZLAMP) (cartes 1, 4 et 6)	Pochette *
	Cartes des zones et subdivision de zones des lignes aériennes régionales et nationales (ZLARN) (cartes 2, 5 et 7)	
	Cartes des zones d'allotissement et de réception VOLMET (cartes 3, 8 et 9)	
	Calques à utiliser avec les cartes ci-dessus	
C.	Classes d'émission et puissance	20
D.	Limites des niveaux de puissance des émissions non désirées	23
E.	Autres dispositions d'ordre technique	24

PARTIE II

Plan d'allotissement de fréquences pour le service mobile aéronautique (R) dans ses bandes exclusives entre 2 850 et 17 970 kHz

SECTION I.	Description des limites des zones et subdivisions de zones	
Article 1.	Description des limites des zones de passage des lignes aériennes mondiales principales (ZLAMP)	26
Article 2.	Description des limites des zones et subdivisions de zones des lignes aériennes régionales et nationales (ZLARN)	29

* Quelques erreurs constatées dans les tracés des limites des zones figurant sur les cartes des Actes finals présentés à la signature ont été corrigées.

Page

Article 3. Description des limites des zones d'allotissement et des zones de réception VOLMET 47

Article 4. Zones mondiales d'allotissement 50

SECTION II. Allotissement des fréquences dans le service mobile aéronautique (R)

Article 1. Plan d'allotissement de fréquences par zones 51

Article 2. Plan d'allotissement de fréquences (par ordre numérique) 59

Article 3. Fréquences pour utilisation commune 78

MOD

APPENDICE 27 Aer2

au Règlement des radiocommunications

Plan d'allotissement de fréquences pour le service mobile aéronautique (R) et renseignements connexes

(voir l'article 7 du Règlement des radiocommunications)

PARTIE I

Dispositions générales

Section I

Définitions

Le nouveau numéro suivant est ajouté à la suite du numéro 27/8:

ADD 27/8A Aer2 8A. *Une zone mondiale d'allotissement* est une zone à laquelle sont alloties des fréquences permettant l'établissement de communications à grande distance entre une station aéronautique située dans cette zone et un aéronef en service n'importe où dans le monde [1].

Le numéro 27/9 est remplacé par le nouveau texte suivant:

MOD 27/9 Aer2 9. *Une famille de fréquences du service mobile aéronautique (R)* se compose de deux fréquences ou plus choisies dans différentes bandes du service mobile aéronautique (R) et destinées à l'établissement des communications dans la zone d'utilisation autorisée (voir les numéros 27/189 à 27/207), quelles que soient les heures, entre les stations d'aéronef et les stations aéronautiques correspondantes.

ADD 27/8A.1 Aer2 [1] Le type de communications auxquelles se réfère le numéro 27/8A peut faire l'objet d'une réglementation par les administrations.

Section II

Principes techniques et d'exploitation appliqués pour l'établissement du Plan d'allotissement de fréquences pour le service mobile aéronautique (R)

Le titre qui suit le titre de la section II est remplacé par le nouveau titre suivant:

MOD **A. Caractéristiques et utilisation des voies**

1. *Espacements entre fréquences*

Les numéros 27/10 et 27/11 sont remplacés par les nouveaux textes suivants:

MOD **27/10** **Aer2**

1.1 L'espacement entre fréquences porteuses (fréquences de référence) est de 3 kHz. Cet espacement est suffisant pour des systèmes de communication utilisant les classes d'émission mentionnées aux numéros **27/49** à **27/52** dans les bandes de fréquences comprises entre 2 850 kHz et 17 970 kHz attribuées en exclusivité au service mobile aéronautique (R). La fréquence porteuse (fréquence de référence) des voies figurant dans le Plan doit être un multiple entier de 1 kHz.

MOD **27/11** **Aer2**

1.2 Pour les émissions radiotéléphoniques, les fréquences audibles ont pour limites 300 et 2 700 Hz; pour les autres classes d'émission autorisées, la largeur de bande occupée ne dépasse pas la limite supérieure des émissions de classe A3J. Toutefois, la spécification de ces limites n'implique aucune restriction quant à leur extension en ce qui concerne les émissions autres que celles de la classe A3J, à condition que les limites relatives aux émissions non désirées soient respectées (voir les numéros **27/66B** et **27/66C**).

Les nouveaux numéros suivants sont ajoutés à la suite du numéro 27/11:

ADD **27/11A** **Aer2**

Note: Pour les types d'émetteur de station d'aéronef et de station aéronautique installés pour la première fois avant le 1er février 1983, les fréquences audibles sont limitées à 3 000 Hz.

ADD **27/11B** **Aer2**

1.3 En raison des brouillages possibles, une voie donnée ne devrait pas être utilisée dans la même zone d'allotissement pour la radiotéléphonie et la transmission de données.

Le numéro 27/12 est remplacé par le nouveau texte suivant:

MOD **27/12** **Aer2**

1.4 Afin d'éviter les brouillages nuisibles susceptibles de résulter de l'emploi simultané d'une même voie pour des émissions de classes différentes, l'utilisation, pour les diverses classes d'émission autres que A3J et A2H, des voies dérivées des fréquences indiquées au numéro **27/16** doit faire l'objet d'arrangements particuliers entre les administrations intéressées et celles dont les services sont susceptibles d'être défavorablement influencés.

Le numéro 27/13 est supprimé.

Les numéros 27/14 et 27/15 sont remplacés par les nouveaux textes suivants:

MOD **27/14** **Aer2**

1.5 Pour éviter des brouillages possibles, les voies adjacentes dérivées des fréquences indiquées dans le tableau (numéro **27/16**) n'ont pas, en règle générale, été alloties aux mêmes ZLAMP, ZLARN ou zones VOLMET. Toutefois, pour satisfaire à des besoins particuliers, les administrations intéressées peuvent conclure des arrangements particuliers pour des assignations de voies adjacentes dérivées des fréquences indiquées dans ledit tableau.

MOD **27/15** **Aer2**

1.6 Les arrangements visés aux numéros **27/12** et **27/14** sont conclus en vertu des dispositions des articles de la Convention internationale des télécommunications et du Règlement des radiocommunications intitulés «Arrangements particuliers».

Le sous-titre qui précède le numéro 27/16 ainsi que le numéro 27/16 sont remplacés par les nouveaux textes suivants:

MOD

2. *Fréquences alloties*

MOD **27/16** **Aer2**

On trouvera dans le tableau ci-après la liste des fréquences porteuses (fréquences de référence) alloties dans les bandes attribuées en exclusivité au service mobile aéronautique (R), sur la base des espacements entre fréquences spécifiés au numéro **27/10** [1].

[*voir page 16* [*3841*]]

ADD **27/16.1** **Aer2**

[1] Pour le calcul de la fréquence assignée par rapport à une fréquence porteuse (fréquence de référence) figurant dans le tableau, voir les numéros **27/72**, **27/72B** et **27/73**.

Les numéros 27/17, 27/18 et 27/19 sont supprimés.

Le numéro 27/20 est remplacé par le nouveau texte suivant:

MOD 27/20 Aer2 4. L'Organisation de l'aviation civile internationale (OACI) assure la coordination internationale des radiocommunications du service mobile aéronautique (R). Cette Organisation devrait être consultée, dans tous les cas appropriés, pour utiliser, en exploitation, les fréquences prévues dans le Plan.

Le numéro 27/23 est remplacé par le nouveau texte suivant:

MOD 27/23 Aer2 7. On a recours à la coordination décrite au numéro **27/20** lorsqu'il est opportun et souhaitable de le faire pour utiliser rationnellement les fréquences en question, et notamment dans les cas où les procédures spécifiées au numéro **27/22** ne sont pas satisfaisantes.

B. Courbes indiquant les portées de brouillage

Le sous-titre qui précède le numéro 27/24 ainsi que le numéro 27/24 sont remplacés par les nouveaux textes suivants:

MOD 27/24 Aer2 1. *Dispositions générales*

ADD 27/24A Aer2 1.1 *Portée utile*

En raison de certains facteurs (puissance de l'émetteur, affaiblissement de propagation, niveau de bruit, etc.), il existe une limite en ce qui concerne les distances auxquelles on peut établir des communications fiables entre une station aéronautique et une station d'aéronef. Cette distance limite, fondée sur le trajet de propagation le plus défavorable, est appelée «portée utile». On admet souvent que la distance limite est la limite de la zone des lignes aériennes.

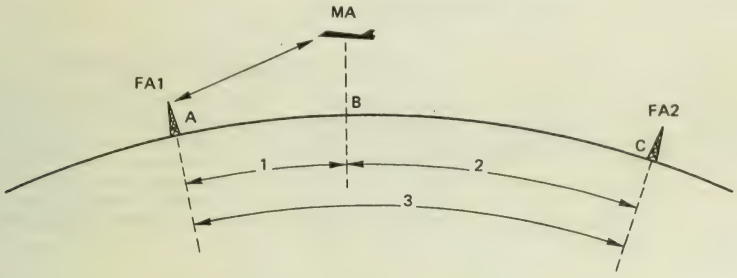
ADD 27/24B Aer2 1.2 *Portée de brouillage*

Il s'agit de la distance minimale entre la limite de portée utile de l'émission désirée et la station susceptible de causer des brouillages, qui assure un rapport signal utile/signal brouilleur de 15 dB. Ce rapport de protection est établi entre le signal désiré reçu par une station d'aéronef à la limite de la portée utile et le signal provenant d'une station aéronautique qui, émettant sur la même fréquence, est susceptible de causer des brouillages. La portée de brouillage a été calculée pour différentes fréquences indiquées dans les tableaux figurant aux numéros **27/39** à **27/48**, dans des conditions de propagation diurne et nocturne, à des latitudes moyennes, pour une activité solaire moyenne et pour une puissance apparente rayonnée moyenne de 1 kW pour la station aéronautique.

ADD 27/24C Aer2 1.3 *Distance de répétition*

Il s'agit de la distance à laquelle on peut partager une fréquence; cette distance équivaut à la somme de la portée utile et de la portée de brouillage.

ADD 27/24D Aer2 1.4 La figure 1 illustre l'utilisation du concept de la portée de brouillage lors de la planification des fréquences basée sur la détermination de la distance de répétition.



FA1 = station aéronautique en communication avec la station d'aéronef MA.

FA2 = station aéronautique en communication avec des stations d'aéronef autres que la station MA.

MA = station d'aéronef en communication avec la station aéronautique FA1.

1 = portée utile AB.

2 = portée de brouillage CB.

3 = distance de répétition AC.

FIGURE 1

Portée utile, portée de brouillage, distance de répétition

ADD **27/24E** **Aer2** 1.5 Les calques utilisés dans le présent appendice indiquent, pour les fréquences mentionnées, la portée de brouillage, définie au numéro **27/24B**, entre une station aéronautique qui cause du brouillage et une station d'aéronef fonctionnant à la limite de sa portée utile. En raison de la variation des conditions de propagation, non seulement d'heure en heure pendant les périodes de jour et de nuit, mais également de jour en jour, selon la saison, le niveau d'activité solaire, et le lieu géographique, on peut s'attendre à une variation notable du rapport de protection de 15 dB; par conséquent, une plus grande protection peut être assurée la plupart du temps, spécialement lorsque l'aéronef ne fonctionne pas à la limite de sa portée utile.

ADD **27/24F** **Aer2** 1.6 On trouve dans la documentation technique publiée par l'IFRB (par exemple, dans les textes du cycle d'études de l'IFRB sur la gestion des fréquences et l'utilisation du spectre des fréquences: Document N° 11/76 ou révisions) des renseignements supplémentaires sur la portée utile, la portée de brouillage, la distance de répétition ainsi que sur l'utilisation des calques.

Le numéro 27/25 est remplacé par le nouveau texte suivant:

MOD **27/25** **Aer2** 1.7 Il existe deux types de calques à utiliser respectivement avec les planisphères en projection de Mercator et avec les cartes en projection azimutale à surfaces égales de Lambert pour les zones polaires. Les calques pour cartes en projection de Mercator s'étendent sur les régions comprises entre 60° de latitude nord et 60° de latitude sud. Les calques pour cartes en projection de Lambert s'étendent sur les régions situées au nord de 30°N et au sud de 30°S. Les cartes en projection de Lambert recouvrent les cartes en projection de Mercator entre les parallèles 30°N et 60°N et les parallèles 30°S et 60°S. Ces recouvrements servent à assurer la continuité entre les calques des deux systèmes.

2. *Types de cartes utilisées*

Le numéro 27/26 est remplacé par le nouveau texte suivant:

MOD **27/26 Aer2** Les calques mentionnés aux numéros **27/24E** et **27/25** ne peuvent être utilisés que sur un planisphère ou une carte polaire dont la projection et l'échelle sont identiques à celles indiquées sur chacun des calques. Ils ne doivent donc pas être utilisés sur des cartes qui ne seraient pas conformes à ces définitions. Les planisphères et les cartes polaires à utiliser avec le présent appendice, sur lesquels figurent les limites des ZLAMP, celles des ZLARN et celles des zones VOLMET, sont établis à l'échelle qui permet d'utiliser les calques directement. Les zones d'aurore sont représentées sur les cartes polaires.

Le sous-titre qui précède le numéro 27/30 est remplacé par le nouveau texte suivant:

(MOD) 4. *Conditions de partage entre les zones*

Le nouveau sous-titre suivant est ajouté avant le numéro 27/30:

ADD 4.1 *Bandes comprises entre 3 et 11,3 MHz*

Les numéros 27/30 et 27/31 sont remplacés par les nouveaux textes suivants:

MOD **27/30 Aer2** 4.1.1 Les calques sont établis dans les conditions de partage suivantes:

Zones	Bandes comprises entre (MHz)	Conditions de partage
Entre deux ZLAMP ou deux zones VOLMET ou entre une ZLAMP et une zone VOLMET	3 et 6,6 9 et 11,3	propagation nocturne propagation diurne *Note:* Il est admis que les conditions de partage sont les mêmes pour 6,6 MHz et pour 5,6 MHz
Entre une ZLAMP ou une zone VOLMET et une ZLARN	3 et 5,6 6,6 et 11,3	propagation nocturne propagation diurne
Entre deux ZLARN	3 et 4,7 5,6 et 11,3	propagation nocturne propagation diurne

(MOD) **27/31 Aer2** 4.1.2 Des courbes supplémentaires permettent de déterminer les possibilités de répétition des fréquences des bandes des 3 MHz, 3,5 MHz et 4,7 MHz, lorsqu'elles sont utilisées de jour.

Le nouveau sous-titre et les nouveaux numéros suivants sont ajoutés à la suite du numéro 27/31:

ADD 4.2 *Bandes comprises entre 13 et 18 MHz*

ADD **27/31A Aer2** 4.2.1 Le Plan d'allotissement révisé pour les bandes des 13 MHz et 18 MHz est uniquement fondé sur la protection pendant le jour. Il en résulte les possibilités de partage suivantes:

ADD **27/31B Aer2** 4.2.2 le facteur de répétition est au moins égal à 3, pour la bande des 13 MHz et égal à 4 pour la bande des 18 MHz. Il est à noter que l'on pourrait réduire la séparation en longitude, pour permettre une répétition de 4 (à 13 MHz) et de 6 (à 18 MHz) compte tenu des conditions d'exploitation et des circonstances locales;

ADD **27/31C Aer2** 4.2.3 le partage se fait en fonction des emplacements probables des stations aéronautiques et non en fonction des limites des zones.

Les numéros 27/32, 27/33, 27/34, 27/35 et 27/36 ainsi que le sous-titre qui les précède sont remplacés par les nouveaux textes suivants:

MOD 5. *Mode d'emploi des calques pour les bandes comprises entre 3 et 11,3 MHz*

MOD **27/32 Aer2** 5.1 Prendre l'une des cartes des ZLAMP, des ZLARN ou des zones VOLMET à utiliser avec le présent appendice et choisir le calque correspondant à l'ordre de grandeur de la fréquence et aux conditions de partage que l'on désire étudier.

MOD **27/33 Aer2** 5.2 Les cartes et calques en projection de Lambert sont à utiliser pour les zones polaires situées au nord de 60°N et au sud de 60°S; les cartes et calques en projection de Mercator sont à utiliser entre 60°N et 60°S.

MOD **27/34 Aer2** 5.3 Placer le centre du calque (c'est-à-dire l'intersection de l'axe de symétrie et de l'axe horizontal) sur la ligne qui délimite la zone (utiliser la ligne qui délimite la zone de réception dans le cas VOLMET), au point de cette ligne qui est le plus rapproché de l'émetteur susceptible de causer des brouillages, ou sur l'emplacement de l'émetteur susceptible de causer des brouillages. Noter la latitude du point choisi et utiliser la courbe de portée de brouillage correspondant à cette latitude.

MOD **27/35 Aer2** 5.4 Pour tout émetteur situé en un point quelconque à l'extérieur de la courbe, le rapport de protection défini au numéro **27/24B** sera supérieur à 15 dB.

MOD **27/36 Aer2** 5.5 Pour tout émetteur situé en un point à l'intérieur de la courbe, le rapport de protection obtenu sera inférieur à 15 dB. Cependant, si l'émetteur est situé à l'intérieur de la courbe et si le trajet de propagation traverse une zone d'aurore, il est admis que l'affaiblissement du signal à l'intérieur de cette zone conduit à un rapport de protection supérieur à 15 dB.

. . . . . .

(MOD) **27/37** [*ne concerne que le texte espagnol*]
Aer2

. . . . . .

Le numéro 27/38 est supprimé.

C. Classes d'émission et puissance

1. *Classes d'émission*

Les numéros 27/49, 27/50, 27/51 et 27/52 sont remplacés par les nouveaux textes suivants:

MOD **27/49** Dans le service mobile aéronautique (R), il est permis d'utiliser les émissions
Aer2 suivantes, à condition de respecter les dispositions spéciales applicables à chaque cas et à condition de ne pas causer de brouillages nuisibles aux autres utilisateurs de la voie concernée.

MOD **27/50** 1.1 *Téléphonie — modulation d'amplitude:*
Aer2

— double bande latérale	A3 *
— bande latérale unique, onde porteuse complète	A3H *
— bande latérale unique, onde porteuse supprimée	A3J

* Les émissions A3 et A3H sont à utiliser uniquement sur 3 023 kHz et 5 680 kHz ainsi que dans les cas prévus au paragraphe 5 de la Résolution N° **Aer2** — 3.

1.2 *Télégraphie (y compris les transmissions automatiques de données)*

MOD **27/51** 1.2.1 *Modulation d'amplitude:*
Aer2

— télégraphie sans modulation par une fréquence audible (manipulation par tout ou rien)	A1 **
— télégraphie par manipulation par tout ou rien d'une ou plusieurs fréquences audibles de modulation ou manipulation par tout ou rien de l'émission modulée, y compris l'appel sélectif, bande latérale unique, porteuse complète	A2H
— télégraphie harmonique multivoie, bande latérale unique, onde porteuse supprimée	A7J
— autres émissions telles que la transmission automatique de données, bande latérale unique, porteuse supprimée	A9J

** (voir le numéro 27/52)

MOD **27/52 Aer2**

1.2.2 *Modulation de fréquence:*

– télégraphie par manipulation par déplacement de fréquence sans modulation par une fréquence audible, l'une des deux fréquences étant émise à un instant donné F1 **

** Les classes d'émission A1 et F1 sont permises à condition qu'elles ne causent pas de brouillages nuisibles aux émissions des classes A2H, A3J, A7J et A9J. Par ailleurs, les émissions des classes A1 et F1 doivent être conformes aux dispositions des numéros **27/65** à **27/66C** et il faut prendre soin de placer ces émissions au centre ou au voisinage du centre de la voie. Toutefois, une fréquence audible modulante est permise avec des émetteurs à bande latérale unique si la porteuse est supprimée conformément aux dispositions du numéro **27/63**.

Le numéro 27/53 est supprimé.

2. *Puissance*

Les numéros 27/54, 27/55 et 27/56 sont remplacés par les nouveaux textes suivants:

MOD **27/54 Aer2**

2.1 Sauf indication contraire figurant à la partie II du présent appendice, les puissances de crête fournies à la ligne d'alimentation de l'antenne ne dépassent pas les valeurs maximales indiquées dans le tableau ci-dessous; il est admis que les puissances apparentes rayonnées de crête correspondantes sont égales aux deux tiers de ces valeurs.

Classe d'émission	Stations	Puissance de crête maximale
A2H, A3J, A7J, A9J A3*, A3H* (taux de modulation 100 %)	Stations aéronautiques Stations d'aéronef	6 kW 400 W
Autres émissions telles que A1, F1	Stations aéronautiques Stations d'aéronef	1,5 kW 100 W

* Les émissions des classes A3 et A3H doivent être utilisées seulement sur 3 023 kHz et 5 680 kHz, ainsi que dans les cas prévus au paragraphe 5 de la Résolution N° Aer 2–3.

MOD **27/55 Aer2**

2.2 Il est admis que la puissance de crête maximale spécifiée dans le tableau ci-dessus pour les stations aéronautiques produira la puissance apparente rayonnée moyenne de 1 kW adoptée pour le tracé des courbes qui indiquent les portées de brouillage.

MOD **27/56 Aer2**

2.3 Afin d'assurer des communications de qualité satisfaisante avec les aéronefs, les stations aéronautiques qui desservent les ZLAMP, les zones VOLMET et les zones mondiales d'allotissement peuvent utiliser des puissances plus élevées

19-198 O - 86 - 8

que les puissances maximales spécifiées au numéro **27/54**, sauf dans le cas des fréquences 3 023 kHz et 5 680 kHz, qui sont soumises aux dispositions spéciales des numéros **27/208** à **27/214**. S'il en est ainsi, l'administration qui exerce sa juridiction sur la station aéronautique intéressée prend note des dispositions du numéro **694** du Règlement des radiocommunications et fait en sorte dans chaque cas:

Le numéro 27/62 est remplacé par le nouveau texte suivant:

MOD **27/62** **Aer2** 2.4 Il est admis que la puissance des émetteurs d'aéronef peut, en pratique, dépasser les limites spécifiées au numéro **27/54**, mais l'utilisation d'une puissance plus élevée (qui normalement ne devrait pas dépasser une valeur de crête de 600 W) ne doit pas causer de brouillage nuisible aux stations qui utilisent des fréquences conformément aux principes techniques sur lesquels le Plan d'allotissement est fondé.

Le nouveau titre suivant est ajouté à la suite du numéro 27/62:

ADD **D. Limites des niveaux de puissance des émissions non désirées**

Le sous-titre qui précède le numéro 27/63 ainsi que le numéro 27/63 sont remplacés par les nouveaux textes suivants:

MOD 1. *Dispositions d'ordre technique relatives à l'utilisation d'émissions à bande latérale unique*

MOD **27/63** **Aer2** 1.1 *Définition du niveau de l'onde porteuse:*

Onde porteuse	Niveau N (dB) de l'onde porteuse par rapport à la puissance de crête
Onde porteuse complète (par exemple A2H)	$0 > N > -6$
Onde porteuse supprimée (par exemple A3J)	Stations d'aéronef $N < -26$ Stations aéronautiques $N < -40$

Le numéro 27/64 est supprimé.

Le sous-titre qui précède le numéro 27/65 ainsi que les numéros 27/65 et 27/66 sont remplacés par les nouveaux textes suivants:

MOD 2. *Tolérance applicable aux niveaux des émissions en dehors de la largeur de bande nécessaire*

MOD **27/65** **Aer2** 2.1 Dans le cas d'une émission à bande latérale unique, la puissance moyenne fournie sur une fréquence quelconque à la ligne d'alimentation de l'antenne d'une station aéronautique ou d'une station d'aéronef est inférieure à la puissance moyenne (P_m) de l'émetteur, de la quantité indiquée dans le tableau figurant au numéro **27/66**.

MOD **27/66 Aer2** 2.2 Pour les types d'émetteur de station d'aéronef et pour les émetteurs de station aéronautique installés avant le 1er février 1983 :

Ecart Δ par rapport à la fréquence assignée (kHz)	Affaiblissement minimum par rapport à la puissance moyenne (P_m) (dB)
$2 \leq \Delta < 6$	25
$6 \leq \Delta < 10$	35
$10 \leq \Delta$	Stations d'aéronef: 40 Stations aéronautiques: $43 + 10 \log_{10} (P_m)$ (watts)

Les nouveaux numéros suivants sont ajoutés à la suite du numéro 27/66 :

ADD **27/66A Aer2** *Note:* Tous les émetteurs mis en service pour la première fois après le 1er février 1983 devront être conformes aux spécifications du numéro **27/66C**.

ADD **27/66B Aer2** 2.3 Dans le cas d'une émission à bande latérale unique, la puissance de crête (P_p) fournie sur une fréquence quelconque à la ligne d'alimentation de l'antenne d'une station aéronautique ou d'une station d'aéronef est inférieure à la puissance de crête (P_p) de l'émetteur, de la quantité indiquée dans le tableau figurant au numéro **27/66C**.

ADD **27/66C Aer2** 2.4 Pour les émetteurs de station d'aéronef installés après le 1er février 1983 et pour les émetteurs de station aéronautique utilisés après le 1er février 1983 :

Ecart Δ par rapport à la fréquence assignée (kHz)	Affaiblissement minimum par rapport à la puissance de crête (P_p) (dB)
$1{,}5 \leq \Delta < 4{,}5$	30
$4{,}5 \leq \Delta < 7{,}5$	38
$7{,}5 \leq \Delta$	Stations d'aéronef: 43 Stations aéronautiques: *

* Pour les puissances d'émission inférieures ou égales à 50 watts: $43 + 10 \log_{10} (P_p)$ (watts). Pour les puissances d'émission supérieures à 50 watts, l'affaiblissement doit être d'au moins 60 dB.

Les numéros 27/67, 27/68, 27/69, 27/70 et 27/71 sont supprimés.

Le nouveau titre suivant est ajouté à la suite du nouveau numéro 27/66C :

ADD **E. Autres dispositions d'ordre technique**

Le titre qui précède le numéro 27/72 ainsi que le numéro 27/72 sont remplacés par les nouveaux textes suivants:

MOD 1. *Fréquences assignées*

MOD **27/72** **Aer2** 1.1 Pour une station qui fait des émissions à bande latérale unique, à l'exception de la classe d'émission A2H, la fréquence assignée doit être supérieure de 1 400 Hz à la fréquence porteuse (fréquence de référence).

Les nouveaux numéros suivants sont ajoutés à la suite du numéro 27/72:

ADD **27/72A** **Aer2** 1.2 Pour les stations aéronautiques équipées de systèmes d'appel sélectif, la classe d'émission A2H doit être indiquée dans la colonne «Renseignements supplémentaires» de la fiche de notification (voir l'appendice 1 au Règlement des radiocommunications).

ADD **27/72B** **Aer2** 1.3 Pour les classes d'émission A1 et F1, la fréquence assignée est choisie conformément aux dispositions du renvoi relatif aux numéros **27/51** et **27/52**.

Le numéro 27/73 est remplacé par le nouveau texte suivant:

MOD **27/73** **Aer2** 1.4 La fréquence assignée à une station qui utilise des émissions à double bande latérale (A3) doit être la fréquence porteuse (fréquence de référence).

PARTIE II

Plan d'allotissement de fréquences pour le service mobile aéronautique (R) dans ses bandes exclusives entre 2 850 et 17 970 kHz

Section I

Description des limites des zones et subdivisions de zones

Le numéro 27/76 est remplacé par le nouveau texte suivant:

(MOD) **27/76 Aer2** 3. La mention du nom d'un pays ou d'une zone géographique dans les descriptions ou sur les cartes, ainsi que le tracé de frontières sur les cartes n'impliquent, de la part de l'UIT, aucune prise de position quant au statut politique de ce pays ou de cette zone géographique, ni aucune reconnaissance officielle de ces frontières.

ARTICLE 1

Description des limites des zones de passage des lignes aériennes mondiales principales (ZLAMP)

Le numéro 27/81 est supprimé.

Les numéros 27/82, 27/83 et 27/84 sont remplacés par les nouveaux textes suivants:

MOD **27/82 Aer2** *Zone de passage des lignes aériennes mondiales principales – CENTRE EST PACIFIQUE*
(ZLAMP-CEP)

Du point 50°N 122°W, par les points 38°N 120°W, 15°N 110°W, 20°S 145°W, 20°S 152°W, 30°N 165°W, jusqu'au point 50°N 122°W.

MOD **27/83 Aer2** *Zone de passage des lignes aériennes mondiales principales – CENTRE OUEST PACIFIQUE*
(ZLAMP-CWP)

Du point 40°N 117°E, par les points 25°N 155°W, 17°N 155°W, 00° 165°W, 00° 170°E, 12°S 165°E, 12°S 136°E, 09°N 115°E, 23°N 114°E, jusqu'au point 40°N 117°E.

MOD **27/84** *Zone de passage des lignes aériennes mondiales principales – **EUROPE***
Aer2 (ZLAMP-EUR)

Du point 33°N 12°W, par les points 54°N 12°W, 70°N 00°, 74°N 40°E, 74°N 52°E, 60°N 52°E, 40°N 36°E, 29°N 35°30'E, 32°N 13°E, jusqu'au point 33°N 12°W.

Le numéro 27/85 est supprimé.

Le nouveau numéro suivant est ajouté à la suite du numéro 27/84:

ADD **27/85A** *Zone de passage des lignes aériennes mondiales principales - **OCÉAN INDIEN***
Aer2 (ZLAMP-INO)

Du Pôle Sud, par les points 30°S 26°E, 20°N 35°E, 30°N 60°E, 30°N 90°E, 30°S 120°E, 40°S 160°E, jusqu'au Pôle Sud.

Les numéros 27/86 et 27/87 sont remplacés par les nouveaux textes suivants:

MOD **27/86** *Zone de passage des lignes aériennes mondiales principales – **MOYEN-ORIENT***
Aer2 (ZLAMP-MID)

Du point 51°N 30°E, par les points 57°N 37°E, 50°N 80°E, 44°N 94°E, 08°N 76°E, 11°45'N 42°E, 16°N 42°E, 30°N 30°E, jusqu'au point 51°N 30°E.

MOD **27/87** *Zone de passage des lignes aériennes mondiales principales - **NORD ATLANTIQUE***
Aer2 (ZLAMP-NAT)

Du Pôle Nord, par les points 60°N 135°W, 49°N 120°W, 49°N 74°W, 39°N 78°W, 18°N 66°W, 05°N 55°W, 16°N 26°W, 32°N 08°W, 44°N 02°E, 60°N 20°E, jusqu'au Pôle Nord.

Le nouveau numéro suivant est ajouté à la suite du numéro 27/87:

ADD **27/87A** *Zone de passage des lignes aériennes mondiales principales - **NORD CENTRE ASIE***
Aer2 (ZLAMP-NCA)

Du Pôle Nord, par les points 75°N 10°E, 60°N 25°E, 30°N 25°E, 30°N 73°E, 37°N 73°E, 49°N 85°E, 42°N 97°E, 42°N 110°E, 45°N 113°E, 46°30'N 120°E, 49°N 116°E, 54°N 123°E, 45°N 133°E, 40°N 124°E, 30°N 124°E, 25°N 135°E, 65°N 170°W, jusqu'au Pôle Nord.

Les numéros 27/88, 27/89, 27/90, 27/91, 27/92 et 27/93 sont supprimés.

Les numéros 27/94 et 27/95 sont remplacés par les nouveaux textes suivants:

MOD **27/94** *Zone de passage des lignes aériennes mondiales principales — NORD PACIFIQUE*
Aer2 (ZLAMP-NP)

Du Pôle Nord, par les points 60°N 135°W, 47°N 118°W, 30°N 165°W, 30°N 115°E, 41°N 116°E, 55°N 135°E, jusqu'au Pôle Nord.

MOD **27/95** *Zone de passage des lignes aériennes mondiales principales — AFRIQUE*
Aer2 (ZLAMP-AFI)

Du point 40°N 35°W, par les points 37°N 03°W, 37°N 44°E, la frontière entre la République d'Iraq et l'Iran, les points 29°N 48°E, 26°N 56°E, 20°N 62°E, 22°S 60°E, 35°S 30°E, 35°S 16°E, 05°N 03°W, 05°N 35°W, jusqu'au point 40°N 35°W.

Les numéros 27/96 et 27/97 sont supprimés.

Le numéro 27/98 est remplacé par le nouveau texte suivant:

MOD **27/98** *Zone de passage des lignes aériennes mondiales principales — SUD ATLANTIQUE*
Aer2 (ZLAMP-SAT)

Du Pôle Sud, par les points 30°S 75°W, 19°S 53°W, 00° 60°W, 20°N 60°W, 25°N 25°W, 41°N 15°W, 41°N 03°W, 15°N 03°W, 20°S 32°E, jusqu'au Pôle Sud.

Le numéro 27/99 est supprimé.

Le numéro 27/100 est remplacé par le nouveau texte suivant:

MOD **27/100** *Zone de passage des lignes aériennes mondiales principales — SUD AMÉRIQUE*
Aer2 (ZLAMP-SAM)

Du Pôle Sud, par les points 15°N 125°W, 15°N 60°W, 10°N 60°W, 05°S 30°W, 36°S 52°W, jusqu'au Pôle Sud.

Le numéro 27/101 est supprimé.

Les numéros 27/102 et 27/103 sont remplacés par les nouveaux textes suivants:

MOD **27/102 Aer2** *Zone de passage des lignes aériennes mondiales principales – SUD-EST ASIATIQUE* (ZLAMP-SEA)

Du point 26°N 130°E, par les points 00° 130°E, 00° 135°E, 12°S 145°E, 12°S 160°E, 25°S 155°E, 40°S 150°E, 35°S 115°E, 18°N 62°E, 26°N 65°E, jusqu'au point 26°N 130°E.

MOD **27/103 Aer2** *Zone de passage des lignes aériennes mondiales principales – SUD PACIFIQUE* (ZLAMP-SP)

Du Pôle Sud, par les points 38°S 145°E, 00° 167°E, 00° 175°W, 22°N 158°W, 22°N 156°W, 00° 120°W, jusqu'au Pôle Sud.

Le nouveau numéro suivant est ajouté à la suite du numéro 27/103:

ADD **27/103A Aer2** *Zone de passage des lignes aériennes mondiales principales – ASIE DE L'EST* (ZLAMP-EA)

Du point 55°N 124°E, par les points 37°N 145°E, 26°N 130°E, 00° 130°E, 00° 80°E, 18°N 62°E, 37°N 67°E, 55°N 80°E, jusqu'au point 55°N 124°E.

ARTICLE 2

Description des limites des zones et subdivisions de zones des lignes aériennes régionales et nationales (ZLARN)

Les numéros 27/104, 27/105, 27/106, 27/107, 27/108, 27/109, 27/110, 27/111, 27/112, 27/113, 27/114 et 27/115 sont remplacés par les nouveaux textes suivants:

(MOD) **27/104 Aer2** *Zone des lignes aériennes régionales et nationales – 1* (ZLARN-1)

Cette zone est délimitée par une ligne qui, partant du Pôle Nord, suit le méridien 15°W, passe par les points 72°N 15°W, 40°N 50°W, 30°N 39°W, 30°N 10°W, 31°N 10°W et 31°N 10°E; elle a ensuite le tracé suivant: frontière Libye-Tunisie jusqu'à la Méditerranée, côtes de la Libye et de la République Arabe d'Egypte jusqu'à Alexandrie; elle se dirige ensuite vers le Caire et, de là, vers l'est, le long du parallèle du Caire, jusqu'à l'intersection avec le méridien 40°E, puis vers le nord le long de ce méridien jusqu'à la rive du sud de la mer Noire, et le long de la côte turque vers l'ouest jusqu'à l'intersection avec le méridien 30°E; elle suit ce méridien jusqu'à la frontière Roumanie-U.R.S.S., puis les frontières de l'U.R.S.S. avec la Roumanie, la Hongrie, la République Socialiste Tchécoslovaque, la Pologne, la côte soviétique de la Baltique jusqu'à la frontière entre la Finlande et l'U.R.S.S et entre la Norvège et l'U.R.S.S. De là, elle passe par le point 70°N 32°E et suit le méridien 32°E jusqu'au Pôle Nord.

MOD 27/105 Aer2 *Subdivision de zone 1A*

Cette subdivision est délimitée par une ligne qui, partant du point 65°N 26°W, passe par les points 40°N 50°W, 40°N 20°W, 60°N 20°W, 60°N 26°W, pour revenir à son point de départ 65°N 26°W.

MOD 27/106 Aer2 *Subdivision de zone 1B*

Cette subdivision est délimitée par une ligne qui, partant du Pôle Nord et suivant le méridien 15°W, passe par les points 72°N 15°W, 65°N 26°W, 60°N 26°W, 60°N 20°W, 50°N 20°W et 50°N 10°W, puis se dirige vers l'est en passant par les eaux territoriales entre les îles Anglo-Normandes et la côte française qu'elle rejoint au méridien 03°W, pour longer la côte dans la direction nord-est, puis la frontière de la France avec la Belgique, le Luxembourg et la République fédérale d'Allemagne, puis la frontière Suisse-République fédérale d'Allemagne et République fédérale d'Allemagne-Autriche. Elle longe ensuite la frontière entre la République Socialiste Tchécoslovaque et la République fédérale d'Allemagne, puis la frontière entre la République fédérale d'Allemagne et la République Démocratique Allemande, en direction de la mer Baltique, puis se dirige vers l'ouest en longeant la côte de la République fédérale d'Allemagne jusqu'à la frontière entre la République fédérale d'Allemagne et le Danemark. Elle longe ensuite cette frontière jusqu'à la mer du Nord et de là, le long du parallèle 55°N, gagne le point 55°N 04°E et passe ensuite par les points 56°N 03°E, 59°N 02°E et 62°N 01°E, pour rejoindre le Pôle Nord en longeant le méridien 01°E.

MOD 27/107 Aer2 *Subdivision de zone 1C*

Cette subdivision est délimitée par une ligne qui, partant du Pôle Nord, longe le méridien 01°E jusqu'au point 62°N 01°E et passe ensuite par les points 59°N 02°E, 56°N 03°E, 55°N 04°E, pour longer ensuite le parallèle 55°N en direction de l'est, puis la frontière séparant le Danemark de la République fédérale d'Allemagne, jusqu'à la mer Baltique. Elle suit alors la côte de la République fédérale d'Allemagne sur la mer Baltique jusqu'à la frontière entre la République fédérale d'Allemagne et la République Démocratique Allemande; puis elle longe cette frontière, les frontières occidentales de la République Socialiste Tchécoslovaque et de l'Autriche, la frontière Suisse-Autriche, la frontière Liechtenstein-Autriche, puis de nouveau la frontière Suisse-Autriche, pour se diriger ensuite vers l'est en longeant les frontières méridionales de l'Autriche et de la Hongrie; de là, elle suit la frontière entre la Hongrie et la Roumanie, puis la frontière de l'U.R.S.S. avec la Hongrie, la République Socialiste Tchécoslovaque et la Pologne jusqu'à la côte de la mer Baltique. Ensuite elle longe la côte soviétique de la mer Baltique, suit les frontières entre la Finlande et l'U.R.S.S. et entre la Norvège et l'U.R.S.S., passe par le point 70°N 32°E, pour enfin rejoindre le Pôle Nord en longeant le méridien 32°E.

(MOD) 27/108 Aer2 *Subdivision de zone 1D*

Cette subdivision est délimitée par une ligne partant du point de rencontre des frontières de l'U.R.S.S., de la Hongrie et de la Roumanie pour se diriger vers l'ouest et longer les frontières méridionales de la Hongrie et de l'Autriche jusqu'à la frontière de la Suisse avec l'Italie; elle longe ensuite la frontière France-Italie jusqu'à la mer Méditerranée et, de là, passe par les points 43°N 10°E, 41°N 10°E et 41°N 07°E; de là, elle suit le méridien 07°E jusqu'à la côte de l'Afrique du Nord, puis longe cette côte en passant par Tunis, Tripoli et Benghazi jusqu'à la frontière de la Libye avec la République Arabe d'Egypte. Elle continue ensuite le long de la côte vers Alexandrie, se dirige vers le Caire, puis suit le parallèle du Caire jusqu'à son point d'intersection avec le méridien 40°E, se dirige ensuite vers le nord en suivant le méridien 40°E jusqu'à l'intersection avec la frontière séparant la République Arabe Syrienne de la République d'Iraq et suivant cette frontière jusqu'à la frontière turque. Puis, elle suit la frontière séparant la Turquie de la République d'Iraq, de l'Iran et de l'U.R.S.S. jusqu'à la côte de la mer Noire. De là, elle

continue le long de la côte turque de la mer Noire pour atteindre le méridien 30°E et le suivre jusqu'à la frontière de la Roumanie avec l'U.R.S.S., longeant ensuite cette frontière jusqu'au point de rencontre des frontières de l'U.R.S.S., de la Hongrie et de la Roumanie.

MOD 27/109 Aer2 *Subdivision de zone 1E*

Cette subdivision est délimitée par une ligne qui, partant du point 50°N 20°W, passe par les points 40°N 20°W, 40°N 50°W, 30°N 39°W, 30°N 10°W, 31°N 10°W et 31°N 10°E; elle longe ensuite la frontière de la Libye avec la Tunisie jusqu'à la Méditerranée et de là, elle longe la côte tunisienne jusqu'à son point d'intersection avec le méridien 10°E, qu'elle suit jusqu'au point 43°N 10°E. Elle longe ensuite les frontières franco-italienne et italo-suisse, puis les frontières séparant l'Autriche de la Suisse, du Liechtenstein, puis à nouveau de la Suisse. Elle longe ensuite la frontière séparant la Suisse de la République fédérale d'Allemagne, puis les frontières séparant la France de la République fédérale d'Allemagne, du Luxembourg et de la Belgique, jusqu'à la côte de la Manche, et de là, partant vers l'ouest, traverse les eaux territoriales entre les îles Anglo-Normandes et la côte française pour atteindre le point 50°N 10°W et revenir à son point de départ 50°N 20°W.

(MOD) 27/110 Aer2 *Zone des lignes aériennes régionales et nationales — 2*
(ZLARN-2)

Cette zone est délimitée par une ligne qui, partant du Pôle Nord, passe par le point 70°N 32°E, pour longer ensuite la frontière entre la Norvège et l'U.R.S.S. et entre la Finlande et l'U.R.S.S. jusqu'à la côte de la mer Baltique, suivre ensuite les eaux territoriales soviétiques le long de la côte de la mer Baltique, jusqu'à la frontière séparant l'U.R.S.S. de la Pologne, puis longer la frontière séparant l'U.R.S.S. des pays suivants: Pologne, République Socialiste Tchécoslovaque, Hongrie et Roumanie jusqu'au point d'intersection de la côte de la mer Noire avec le méridien 30°E; elle suit ce méridien jusqu'à la côte turque de la mer Noire, longe cette côte jusqu'à l'intersection des frontières de la Turquie et de l'U.R.S.S. et, de là, longe leur frontière commune et la frontière Iran-U.R.S.S., jusqu'à la mer Caspienne, puis la côte iranienne de cette mer. De là, elle suit la frontière méridionale de l'U.R.S.S. jusqu'au point de rencontre des frontières de la Mongolie, de la République Populaire de Chine et de l'U.R.S.S. à environ 49°N 88°E, pour suivre ensuite le méridien 88°E jusqu'au parallèle 55°N et longer ce parallèle jusqu'à 60°E, puis rejoindre le Pôle Nord en suivant le méridien 60°E.

(MOD) 27/111 Aer2 *Subdivision de zone 2A*

Cette subdivision est délimitée par une ligne qui, partant du Pôle Nord, suit le méridien 32°E jusqu'au point 70°N 32°E pour suivre ensuite la frontière entre la Norvège et l'U.R.S.S. et entre la Finlande et l'U.R.S.S. jusqu'à la côte de la mer Baltique, puis longer les eaux territoriales soviétiques de la mer Baltique jusqu'au point 55°N 20°E; de là, passer par Moscou et, par le point 55°N 60°E, rejoindre le Pôle Nord en suivant le méridien 60°E.

(MOD) 27/112 Aer2 *Subdivision de zone 2B*

Cette subdivision est délimitée par une ligne qui, partant du point 55°N 88°E, passe par les points 55°N 60°E, 47°N 53°E pour suivre ensuite la côte orientale de la mer Caspienne jusqu'à la côte de l'Iran et, de là, se diriger vers l'est en suivant la frontière méridionale de l'U.R.S.S. jusqu'au point de rencontre des frontières de la Mongolie, de la République Populaire de Chine et de l'U.R.S.S. à environ 49°N 88°E, et longer ensuite le méridien 88°E pour revenir à son point de départ 55°N 88°E.

(MOD) **27/113** *Subdivision de zone 2C*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 55°N 60°E, va jusqu'à Moscou et, de là, jusqu'au point 55°N 20°E, pour se diriger ensuite vers le sud en suivant la frontière séparant l'U.R.S.S. de la Pologne, puis la frontière entre l'U.R.S.S. et les pays suivants: Pologne, République Socialiste Tchécoslovaque, Hongrie et Roumanie, jusqu'à la côte de la mer Noire à son point d'intersection avec le méridien 30°E. Cette ligne suit alors le méridien 30°E jusqu'à la côte turque de la mer Noire et longe ensuite cette côte jusqu'à son intersection avec la frontière entre la Turquie et l'U.R.S.S.; de là, elle longe leur frontière commune et la frontière Iran-U.R.S.S. jusqu'à la mer Caspienne, puis suit la côte méridionale de la mer Caspienne et se dirige ensuite vers le nord en suivant la côte orientale de cette mer et, passant par le point 47°N 53°E, revient à son point de départ 55°N 60°E.

(MOD) **27/114** *Zone des lignes aériennes régionales et nationales — 3*
Aer2 (ZLARN-3)

Cette zone est délimitée par une ligne qui, partant du Pôle Nord, suit le méridien 60°E jusqu'au point 55°N 60°E pour longer ensuite le parallèle 55°N jusqu'à son point d'intersection avec le méridien 88°E et de là suivre ce méridien jusqu'au point de rencontre des frontières de la Mongolie, de la République Populaire de Chine et de l'U.R.S.S. à environ 49°N 88°E, puis longer la frontière Mongolie-République Populaire de Chine et U.R.S.S.-République Populaire de Chine jusqu'à la côte. Elle passe alors entre les eaux territoriales soviétiques et japonaises et, par les points 43°N 147°E, 50°N 164°E et 65°N 170°W, rejoint le Pôle Nord en suivant le méridien 170°W.

(MOD) **27/115** *Subdivision de zone 3A*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du Pôle Nord, suit le méridien 60°E jusqu'au point 55°N 60°E en longeant le parallèle 55°N jusqu'à son point d'intersection avec le méridien 88°E; de là, elle passe par les points 60°N 88°E et 60°N 110°E et rejoint le Pôle Nord en suivant le méridien 110°E.

. . . . . .

(MOD) **27/116** [*ne concerne que le texte espagnol*]
Aer2

. . . . . .

Les numéros 27/117, 27/118, 27/119, 27/120, 27/121, 27/122 et 27/123 sont remplacés par les nouveaux textes suivants:

(MOD) **27/117** *Subdivision de zone 3C*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 60°N 88°E, rejoint le point de rencontre des frontières entre la Mongolie, la République Populaire de Chine et l'U.R.S.S., à environ 49°N 88°E, pour suivre la frontière Mongolie-République Populaire de Chine et la frontière U.R.S.S.-République Populaire de Chine jusqu'à la côte. Elle passe ensuite entre les eaux territoriales soviétiques et japonaises, passe par les points 43°N 147°E, 60°N 147°E, et rejoint son point de départ 60°N 88°E.

(MOD) 27/118 Aer2

Zone des lignes aériennes régionales et nationales — 4
(ZLARN-4)

Cette zone est délimitée par une ligne qui, partant du point 30°N 39°W, passe par les points suivants: 10°N 20°W, 05°S 20°W, 05°S 12°E, longe la frontière séparant la République Populaire du Congo de la République Populaire d'Angola, puis suit la frontière septentrionale de la République du Zaïre, longe celle de la République Populaire du Congo, de l'Empire Centrafricain et du Soudan, et de là se dirige vers le nord le long de la frontière occidentale du Soudan; à partir de là, cette ligne suit la frontière occidentale de la République Arabe d'Egypte, continue vers le nord jusqu'à la Méditerranée et longe les côtes méditerranéenne et atlantique de l'Afrique du Nord jusqu'au point situé à 30°N 10°W. De là, elle suit le parallèle 30°N en direction de l'ouest pour revenir à son point de départ 30°N 39°W.

(MOD) 27/119 Aer2

Subdivision de zone 4A

Cette subdivision est délimitée par une ligne qui, partant du point 30°N 39°W, passe par le point 21°N 31°W, puis par Gao et Zinder. De cette ville, elle longe la frontière septentrionale du Nigeria jusqu'à un point situé à l'ouest de N'Djamena; elle longe alors le parallèle de N'Djamena jusqu'au point 12°N 22°E. Elle se dirige ensuite vers le nord en suivant la frontière occidentale du Soudan et la frontière occidentale de la République Arabe d'Egypte jusqu'à la Méditerranée, pour longer ensuite les côtes méditerranéenne et atlantique de l'Afrique du Nord jusqu'au point 30°N 10°W et, de là, suivre le parallèle 30°N jusqu'à son point de départ 30°N 39°W.

MOD 27/120 Aer2

Subdivision de zone 4B

Cette subdivision est délimitée par une ligne qui, partant du point 21°N 31°W, passe par les points 10°N 20°W, 05°S 20°W et 05°S 12°E et, de là, longe la frontière méridionale de la République Populaire du Congo, de l'Empire Centrafricain, jusqu'au point de rencontre des frontières de la République du Zaïre, du Soudan et de l'Empire Centrafricain. De là, elle longe la frontière occidentale du Soudan jusqu'au point 12°N 22°E, pour longer ensuite le parallèle de N'Djamena jusqu'à la frontière du Nigeria. De là, elle se dirige vers l'ouest en suivant cette frontière jusqu'au point 13°12'N 10°45'E, passe par Zinder et Gao, et revient à son point de départ 21°N 31°W.

(MOD) 27/121 Aer2

Zone des lignes aériennes régionales et nationales — 5
(ZLARN-5)

Cette zone est délimitée par une ligne qui, partant du point 41°N 40°E, passe par le point 37°N 40°E, pour longer ensuite la frontière séparant la Turquie de la République Arabe Syrienne jusqu'à la côte méditerranéenne et, de là, arriver au point où la frontière commune de la Libye et de la République Arabe d'Egypte rejoint la côte de l'Afrique du Nord, Chypre restant en dehors de la zone. Elle se dirige ensuite vers le sud, en suivant la frontière occidentale de la République Arabe d'Egypte et du Soudan jusqu'à la frontière du Kenya. De là, elle se dirige vers l'est en longeant la frontière nord du Kenya, et, en direction du sud, elle suit la frontière séparant le Kenya de la Somalie pour rejoindre la côte orientale de l'Afrique au point 02°S 41°E. Elle continue en passant par les points 02°S 73°E et 37°N 73°E, longe en direction de l'est la frontière entre la République d'Afghanistan et le Pakistan; de là, en direction de l'ouest, elle suit la frontière méridionale de l'U.R.S.S. jusqu'à la mer Caspienne. Elle longe ensuite la frontière nord de l'Iran et de la Turquie jusqu'à son point de départ 41°N 40°E.

MOD 27/122 Aer2 *Subdivision de zone 5A*

Cette subdivision est délimitée par une ligne qui, partant du point 37°N 40°E, suit la frontière séparant la Turquie de la République Arabe Syrienne jusqu'à la côte méditerranéenne et, de là, gagne le point d'intersection de la frontière égypto-libyenne et de la côte de l'Afrique du Nord, sans passer par Chypre. Elle se dirige ensuite vers le sud, longe la frontière occidentale de la République Arabe d'Egypte et suit, vers l'est, la frontière commune à la République Arabe d'Egypte et au Soudan pour atteindre le point 24°N 37°E. Elle continue en passant par les points 11°45′N 42°E, 11°45′N 55°E, 20°N 52°E, 26°N 52°E, et longe les frontières séparant l'Iran de la République d'Iraq et la République d'Iraq de la Turquie, pour revenir à son point de départ 37°N 40°E.

(MOD) 27/123 Aer2 *Subdivision de zone 5B*

Cette subdivision est délimitée par une ligne qui, partant du point 41°N 40°E, passe par le point 37°N 40°E puis, se dirigeant vers l'est, longe la frontière séparant la Turquie de la République Arabe Syrienne et de la République d'Iraq, et la frontière séparant la République d'Iraq et l'Iran jusqu'au point 30°N 49°E, et de là coupe le golfe Persique en son milieu en passant par 26°N 52°E et 24°N 60°E, Bombay et 37°N 73°E, pour longer ensuite, en direction de l'est, la frontière séparant la République d'Afghanistan du Pakistan et, en direction de l'ouest, la frontière méridionale de l'U.R.S.S. jusqu'à la mer Caspienne. De là, elle suit la frontière nord de l'Iran et de la Turquie jusqu'à 41°N 40°E.

. . . . . .

(MOD) 27/124 Aer2 [*ne concerne que le texte espagnol*]

. . . . . .

Le numéro 27/125 est remplacé par le nouveau texte suivant:

(MOD) 27/125 Aer2 *Subdivision de zone 5D*

Cette subdivision est délimitée par une ligne qui, partant du point de rencontre des frontières de la République Arabe d'Egypte, de la Libye et du Soudan, suit, en direction du sud la frontière occidentale du Soudan jusqu'à la frontière du Kenya, longe ensuite la frontière nord du Kenya, pour se diriger vers le sud en suivant la frontière séparant le Kenya de la Somalie jusqu'à la côte orientale de l'Afrique, en un point situé à 02°S 42°E, puis passe par les points 02°S 54°E, 13°N 54°E, 13°N 52°E, 12°N 44°E et, de là, se dirige vers le nord-ouest, coupant la mer Rouge en son milieu jusqu'au point 24°N 37°E. De là, elle longe la frontière méridionale de la République Arabe d'Egypte pour revenir à son point de départ.

Les numéros 27/127 et 27/128 sont remplacés par les nouveaux textes suivants:

(MOD) 27/127 Aer2 *Subdivision de zone 6A*

Cette subdivision est délimitée par une ligne qui, partant du point 37°N 75°E, longe la frontière séparant le Pakistan de la République d'Afghanistan, l'Iran du Pakistan jusqu'au point 23°N 61°E et, de là, continue jusqu'à Bombay, puis jusqu'au

point 24°N 80°E et, de là, jusqu'à Calcutta. Elle longe ensuite la côte du Bangladesh et de la Birmanie jusqu'à la frontière séparant la Birmanie de la Thaïlande puis le long de cette frontière et de celle séparant la Birmanie de la République Démocratique Populaire Lao pour remonter le long de la frontière séparant la République Populaire de Chine de la Birmanie. De là elle se dirige vers l'ouest en longeant la frontière méridionale de la République Populaire de Chine pour rejoindre son point de départ 37°N 75°E.

MOD **27/128** *Subdivision de zone 6B*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 39°49′41″N 124°10′06″E, passe par les points 39°31′51″N 124°06′31″E, 39°N 124°E et atteint le point 32°30′N 124°E. Entre le point 32°30′N 124°E et le point 25°N 123°E, la limite de cette subdivision n'est pas définie. Du point 25°N 123°E, la ligne passe par les points 21°N 121°30′E, 20°N 120°E, 20°N 176°W, 50°N 164°E et 43°N 147°E, puis se dirige vers l'ouest en passant entre les eaux territoriales japonaises et soviétiques, et longe ensuite la frontière séparant la République Populaire Démocratique de Corée de l'U.R.S.S., puis la frontière séparant la République Populaire de Chine de la République Populaire Démocratique de Corée, pour revenir à son point de départ 39°49′41″N 124°10′06″E.

Les numéros 27/130, 27/131 et 27/132 sont remplacés par les nouveaux textes suivants:

MOD **27/130** *Subdivision de zone 6D*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point de rencontre des frontières de la République Populaire de Chine, de l'Inde et de la Birmanie, se dirige vers le sud en longeant les frontières séparant la Birmanie de l'Inde et la Birmanie du Bangladesh, atteint le golfe du Bengale; de là, elle longe la côte de Birmanie jusqu'à son point le plus méridional. Elle se dirige ensuite vers l'île de Weh (au large de la côte septentrionale de Sumatra) et de là passe par les points 02°S 92°E, 10°S 92°E jusqu'au point 10°S 110°E; de là, elle se dirige vers l'est jusqu'au point 10°S 141°E et remonte vers le nord jusqu'au point 00° 141°E, passe par le point 04°N 130°E et les points 20°N 130°E et 20°N 113°E. Puis, elle se dirige vers le sud en contournant l'île de Haïnan; elle longe ensuite la frontière séparant la République Populaire de Chine du Viet Nam, puis les frontières séparant la République Populaire de Chine de la République Démocratique Populaire Lao et la République Populaire de Chine de la Birmanie pour revenir à son point de départ au point de rencontre des frontières de la République Populaire de Chine, de l'Inde et de la Birmanie.

(MOD) **27/131** *Subdivision de zone 6E*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 20°N 73°E, passe par les points 02°S 73°E, 02°S 92°E, puis par l'île de Weh (au large de la côte septentrionale de Sumatra), jusqu'au point 10°N 97°E; de là, elle longe la côte de Birmanie, du Bangladesh et de l'Inde, et atteint Calcutta pour continuer ensuite, par le point 24°N 80°E, jusqu'à son point de départ 20°N 73°E.

MOD 27/132 Aer2 *Subdivision de zone 6F*

Cette subdivision est délimitée par une ligne qui, partant du point 25°N 123°E, passe par les points 21°N 121°30′E, 20°N 120°E, 20°N 113°E, puis contourne par le sud l'île de Haïnan, puis longe les frontières entre la République Populaire de Chine et le Viet Nam, la République Démocratique Populaire Lao et la Birmanie jusqu'au point de rencontre des frontières de la République Populaire de Chine, de l'Inde et de la Birmanie; elle se dirige ensuite vers le sud le long des frontières séparant la Birmanie de l'Inde et du Bangladesh jusqu'au golfe du Bengale. Elle longe ensuite la côte de la Birmanie jusqu'à son point le plus méridional, puis se dirige vers l'île de Weh (au large de la côte septentrionale de Sumatra). Elle passe ensuite par les points 02°S 92°E, 10°S 92°E et 10°S 110°E, puis se dirige vers le nord en suivant le méridien 110°E; elle longe ensuite la limite de la subdivision 6C jusqu'aux points 20°N 130°E, 43°N 147°E; elle se dirige vers l'ouest entre les eaux territoriales du Japon et de l'U.R.S.S. et suit la frontière séparant la République Démocratique Populaire de Corée de l'U.R.S.S., puis la frontière séparant la République Populaire de Chine de la République Démocratique Populaire de Corée jusqu'aux points 39°49′41″N 124°10′06″E, 39°31′51″N 124°06′31″E, 39°N 124°E, puis jusqu'au point 32°30′N 124°E.

Entre les points 32°30′N 124°E et 25°N 123°E, la limite de cette subdivision n'est pas définie.

Le nouveau numéro suivant est ajouté à la suite du numéro 27/132:

ADD 27/132A Aer2 *Subdivision de zone 6G*

Cette subdivision est délimitée par une ligne qui, partant du point 32°30′N 124°E se dirige vers le nord jusqu'au point 39°N 124°E, passe par le point 39°31′51″N 124°06′31″E puis atteint le point 39°49′41″N 124°10′06″E sur la frontière séparant la République Populaire de Chine et la République Populaire Démocratique de Corée. Elle longe ensuite la frontière de la République Populaire de Chine jusqu'au point de rencontre des frontières de l'Inde et de la Birmanie. De là, elle se dirige vers le sud en longeant les frontières séparant l'Inde de la Birmanie et le Bangladesh de la Birmanie, jusqu'au golfe de Bengale. Elle longe ensuite la côte de Birmanie jusqu'à son point le plus méridional, se dirige vers l'île de Weh (au large de la côte septentrionale de Sumatra), pour continuer ensuite par les points 02°S 92°E et 10°S 92°E, jusqu'au point 10°S 110°E. Puis elle se dirige vers l'est jusqu'au point 10°S 141°E, ensuite vers le nord jusqu'au point 00° 141°E et passe par les points 04°N 130°E, 20°N 130°E et 20°N 120°40′E. De là, elle se dirige vers le nord jusqu'aux points 21°N 121°30′E et 25°N 123°E.

Entre les points 25°N 123°E et 32°30′N 124°E, la limite de cette subdivision de zone n'est pas définie.

Dans les régions où les subdivisions 6D, 6F et 6G sont communes, les fréquences allouées à la subdivision de zone 6G doivent être utilisées uniquement par les stations aéronautiques de la République Populaire de Chine; les fréquences allouées aux subdivisions de zone 6D et 6F doivent être utilisées uniquement par les stations aéronautiques des administrations des autres pays situés dans les régions communes. Dans ces régions communes également, l'utilisation opérationnelle par la République Populaire de Chine des fréquences allouées à la subdivision 6G doit être limitée à la zone définie par une ligne qui, partant du point 21°32′52″N 108°E, passe par les points 20°N 108°E, 20°N 107°E, 18°N 107°E, 18°N 108°E, 15°N 110°E, 10°N 110°E, 06°N 108°E, 03°30′N 112°E, 04°N 113°E, 08°N 116°E, 10°N 118°E, 14°N 119°E, 18°N 119°E jusqu'au point 20°N 120°40′E et, de là, longe la limite de la subdivision de zone 6D jusqu'au point 21°32′52″N 108°E.

Le numéro 27/133 est remplacé par le nouveau texte suivant:

MOD **27/133 Aer2** *Zone des lignes aériennes régionales et nationales — 7 (ZLARN-7)*

Cette zone est délimitée par une ligne qui, partant du Pôle Sud, suit le méridien 20°W jusqu'au point 05°S 20°W; elle suit le parallèle 05°S jusqu'au point 05°S 12°E, longe ensuite la frontière séparant la République Populaire du Congo de la République Populaire d'Angola, la frontière septentrionale de la République du Zaïre, la frontière séparant l'Ouganda du Soudan, et la frontière séparant le Kenya des pays suivants: Soudan, Ethiopie et Somalie. Elle passe ensuite par les points 02°S 42°E, 02°S 60°E et suit le méridien 60°E jusqu'au point 11°S 60°E; elle rejoint enfin le Pôle Sud en passant par les points 11°S 65°E, 40°S 65°E et 40°S 60°E.

. . . . . .

(MOD) **27/134 Aer2** [*ne concerne que le texte espagnol*]

. . . . . .

Les numéros 27/135, 27/136, 27/137 et 27/138 sont remplacés par les nouveaux textes suivants:

MOD **27/135 Aer2** *Subdivision de zone 7B*

Cette subdivision est délimitée par une ligne qui, partant du point 05°S 10°E, passe par le point 05°S 12°E pour longer la frontière séparant la République Populaire du Congo de la République Populaire d'Angola, puis la frontière septentrionale de la République du Zaïre jusqu'au point de rencontre des frontières de l'Ouganda, de la République du Zaïre et du Soudan. De là, elle suit les frontières orientales de la République du Zaïre, de la République Rwandaise, de la République du Burundi, puis à nouveau de la République du Zaïre. Elle longe ensuite les frontières méridionales de la République du Zaïre et de la République Populaire d'Angola jusqu'à la côte de l'Atlantique Sud, passe par le point 17°S 10°E et revient à son point de départ 05°S 10°E.

(MOD) **27/136 Aer2** *Subdivision de zone 7C*

Cette subdivision est délimitée par une ligne qui, partant du point de rencontre des frontières de l'Ouganda, de la République du Zaïre et du Soudan suit la frontière occidentale de l'Ouganda et de la Tanzanie et longe ensuite la frontière méridionale de la Tanzanie jusqu'à la côte. De là, elle passe par les points 11°S 41°E, 11°S 60°E, 02°S 60°E, 02°S 41°E jusqu'à la côte orientale de l'Afrique, puis se dirige vers le nord en suivant les frontières orientale et septentrionale du Kenya, puis la frontière septentrionale de l'Ouganda et rejoint le point de rencontre des frontières de la République du Zaïre, du Soudan et de l'Ouganda.

MOD **27/137 Aer2** *Subdivision de zone 7D*

Cette subdivision est délimitée par une ligne qui, partant de la frontière séparant la Tanzanie du Mozambique sur le lac Nyassa, se dirige vers le sud en suivant sur toute sa longueur la frontière occidentale du Mozambique jusqu'à la côte orientale de l'Afrique; elle passe ensuite par les points 27°S 33°E, 40°S 33°E, 40°S 65°E, 11°S 65°E, 11°S 41°E pour longer la frontière septentrionale du Mozambique jusqu'au lac Nyassa.

(MOD) **27/138** *Subdivision de zone 7E*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 17°S 10°E, passe par les points 40°S 10°E, 40°S 33°E, 27°S 33°E puis longe sur toute sa longueur la frontière occidentale du Mozambique, puis la partie de la frontière occidentale de la Tanzanie allant jusqu'à la pointe nord du lac Nyassa. De là, elle suit la frontière séparant le Malawi de la Tanzanie et celle qui sépare la Zambie de la Tanzanie, pour longer ensuite les frontières séparant la République du Zaïre de la Zambie, la République Populaire d'Angola de la Zambie, et la République Populaire d'Angola de la Namibie jusqu'à la côte, pour revenir à son point de départ 17°S 10°E.

Le nouveau numéro suivant est ajouté à la suite du numéro 27/138:

ADD **27/138A** *Subdivision de zone 7F*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 05°S 10°E, passe par le point 05°S 12°E et longe la frontière séparant la République Populaire du Congo et la République Populaire d'Angola, jusqu'au point de rencontre des frontières de la République Populaire du Congo, de la République Populaire d'Angola et de la République du Zaïre; de là, elle suit la frontière séparant la République Populaire d'Angola et la République du Zaïre jusqu'à la côte Atlantique qu'elle longe jusqu'au fleuve Zaïre; elle longe ensuite les frontières nord, est et sud de la République Populaire d'Angola jusqu'à la côte de l'Atlantique Sud, passe par le point 17°S 10°E et revient à son point de départ 05°S 10°E.

Le numéro 27/139 est remplacé par le nouveau texte suivant:

MOD **27/139** *Zone des lignes aériennes régionales et nationales — 8*
Aer2 (ZLARN-8)

Cette zone est délimitée par une ligne qui, partant du Pôle Sud, suit le méridien 60°E jusqu'au point 40°S 60°E et passe ensuite par les points 40°S 65°E, 11°S 65°E, 11°S 60°E, 02°S 60°E, 02°S 92°E, 10°S 92°E, 10°S 110°E pour rejoindre le Pôle Sud en suivant le méridien 110°E.

Le numéro 27/140 est supprimé.

Le numéro 27/141 est remplacé par le nouveau texte suivant:

MOD **27/141** *Zone des lignes aériennes régionales et nationales — 9*
Aer2 (ZLARN-9)

Cette zone est délimitée par une ligne qui, partant du Pôle Sud, suit le méridien 160°E jusqu'au point 27°S 160°E; de là, elle passe par les points 19°S 153°E, 10°S 145°E, 10°S 141°E, 00° 141°E, 00° 160°E, 03°30'N 160°E, 03°30'N 120°W, pour rejoindre le Pôle Sud en suivant le méridien 120°W.

Le numéro 27/142 est supprimé.

Le numéro 27/143 est remplacé par le nouveau texte suivant:

MOD **27/143** *Subdivision de zone 9B*
Aer2

La ligne délimitant cette subdivision est définie par les points 00° 141°E, 10°S 141°E, 10°S 145°E, 27°S 160°E, 27°S 157°W, 03°30′N 157°W, 03°30′N 160°E, 00° 160°E, 00° 141°E.

. . . . . .

(MOD) **27/144** [*ne concerne que le texte espagnol*]
Aer2

. . . . . .

Le numéro 27/145 est remplacé par le nouveau texte suivant:

MOD **27/145** *Subdivision de zone 9D*
Aer2

La ligne délimitant cette subdivision part du Pôle Sud, suit le méridien 160°E jusqu'au point 27°S 160°E, passe par le point 27°S 170°W et rejoint le Pôle Sud en suivant le méridien 170°W.

Le titre qui précède le numéro 27/146 ainsi que le numéro 27/146 sont remplacés par les nouveaux textes suivants:

ADD **27/145A** *Zone des lignes aériennes régionales et nationales — 10*
Aer2 (ZLARN-10)

Cette zone est délimitée par une ligne qui, partant du point 50°N 164°E, passe par le point 66°N 169°W, puis longe le méridien 169°W jusqu'au Pôle Nord. Elle passe ensuite par les points 82°N 30°E, 82°N 00°, 73°N 00°, 73°N 15°W, puis longe le méridien 15°W jusqu'au point 72°N 15°W. Elle passe ensuite par les points 40°N 50°W, 40°N 65°W, 44°30′N 73°W, 41°N 81°W, 41°N 88°W, 48°N 91°W, 48°N 127°W, 50°N 130°W, pour se diriger ensuite vers l'ouest et revenir à son point de départ 50°N 164°E.

MOD **27/146** *Subdivision de zone 10A*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 50°N 164°E, passe par le point 66°N 169°W ; de là, elle suit le méridien 169°W jusqu'au Pôle Nord, passe par le point 50°N 130°W et revient ensuite vers l'ouest jusqu'à son point de départ 50°N 164°E.

. . . . . .

(MOD) **27/147** [*ne concerne que le texte espagnol*]
Aer2

(MOD) **27/148** [*ne concerne que le texte espagnol*]
Aer2

(MOD) **27/149** [*ne concerne que le texte espagnol*]
Aer2

(MOD) **27/150** [*ne concerne que le texte espagnol*]
Aer2

. . . . . .

Le nouveau numéro suivant est ajouté à la suite du numéro 27/150:

ADD **27/150A** *Subdivision de zone 10F*
Aer2

La ligne délimitant cette subdivision part du Pôle Nord et passe par les points 82°N 30°E, 82°N 00°, 73°N 00°, 73°N 20°W, 70°N 20°W, 63°30′N 39°W, 58°30′N 43°W, 58°30′N 50°W, 63°30′N 55°44′W, 65°30′N 58°39′W, 74°N 68°18′W, 76°N 76°W, 78°N 75°W, 82°N 60°W, et revient à son point de départ au Pôle Nord.

Le titre qui précède le numéro 27/151 ainsi que les numéros 27/151 et 27/152 sont remplacés par les nouveaux textes suivants:

ADD **27/150B** *Zone des lignes aériennes régionales et nationales — 11*
Aer2 (ZLARN-11)

Cette zone est délimitée par une ligne qui, partant du point 29°N 180°, passe par les points 50°N 164°E, 50°N 127°W, pour longer ensuite la frontière séparant les Etats-Unis d'Amérique du Canada jusqu'au point 46°N 67°W; elle passe ensuite par les points 40°N 65°W, 40°N 50°W, 25°N 35°W, 25°N 98°W, 33°N 119°W, 33°N 153°W, 29°N 153°W, pour revenir à son point de départ 29°N 180°.

MOD **27/151** *Subdivision de zone 11A*
Aer2

La ligne délimitant cette subdivision part du point 29°N 180°, puis passe par les points 50°N 164°E, 50°N 130°W, 33°N 130°W, 33°N 153°W, 29°N 153°W, pour revenir à son point de départ 29°N 180°.

MOD **27/152** *Subdivision de zone 11B*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 50°N 130°W, passe par les points 33°N 130°W, 33°N 119°W, 25°N 98°W, 25°N 65°W, 40°N 65°W, 46°N 67°W. De là, elle suit la frontière entre les Etats-Unis d'Amérique et le Canada, passant par le point 50°N 127°W, pour revenir à son point de départ 50°N 130°W.

Le nouveau numéro suivant est ajouté à la suite du numéro 27/152:

ADD **27/152A** *Subdivision de zone 11C*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 25°N 65°W, passe par les points 40°N 65°W, 40°N 50°W, 25°N 35°W, pour revenir à son point de départ 25°N 65°W.

Le titre qui précède le numéro 27/153 ainsi que les numéros 27/153, 27/154, 27/155 et 27/156 sont remplacés par les nouveaux textes suivants:

ADD **27/152B** *Zone des lignes aériennes régionales et nationales — 12*
Aer2 (ZLARN-12)

Cette zone est délimitée par une ligne qui, partant du point 03°30′N 170°W, passe par le point 10°N 170°W, pour longer ensuite la ligne séparant les Régions 2 et 3 de l'UIT jusqu'au point 29°N 180°; elle passe ensuite par les points 29°N 153°W, 33°N 153°W, 33°N 120°W, 35°N 120°W, 32°N 104°W, 25°N 91°W, 26°N 91°W, 26°N 79°W, 27°N 79°W, 27°N 76°30′W, 25°N 70°W, 25°N 35°W, pour longer ensuite la ligne séparant les Régions 1 et 2 de l'UIT, jusqu'au point 00° 20°W. De là, elle passe par les points 00° 44°W, 04°24′N 50°39′W pour longer ensuite les frontières séparant le Brésil du Département français de la Guyane, du Surinam, de la Guyane, du Venezuela, de la Colombie, jusqu'au point de rencontre des frontières du Brésil, du Pérou et de la Colombie; elle longe ensuite les frontières séparant le Pérou de la Colombie et de l'Equateur, jusqu'au point 04°S 93°W. De là, elle passe par les points 05°S 93°W, 05°S 120°W, 03°30′N 120°W, pour revenir à son point de départ 03°30′N 170°W.

(MOD) **27/153** *Subdivision de zone 12A*
Aer2

La ligne délimitant cette subdivision part du point 03°30′N 170°W, passe par le point 10°N 170°W, puis longe la ligne séparant les Régions 2 et 3 de l'UIT jusqu'au point 29°N 180°; elle passe par les points 29°N 153°W, 03°30′N 153°W, pour revenir à son point de départ 03°30′N 170°W.

(MOD) **27/154** *Subdivision de zone 12B*
Aer2

La ligne délimitant cette subdivision part du point 03°30′N 153°W, suit le méridien 153°W jusqu'au point 33°N 153°W et passe par les points 33°N 120°W, 17°N 115°W, 14°N 93°W, 02°N 86°W, 02°N 93°W, 05°S 93°W, 05°S 120°W, 03°30′N 120°W, pour revenir à son point de départ 03°30′N 153°W.

(MOD) **27/155** *Subdivision de zone 12C*
Aer2

La ligne délimitant cette subdivision part du point 33°N 120°W, passe par les points 35°N 120°W, 32°N 104°W, 25°N 91°W, 23°N 83°W, 22°N 83°W, 13°N 90°W, 16°N 116°W, pour revenir à son point de départ 33°N 120°W.

MOD **27/156** *Subdivision de zone 12D*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 20°N 91°W, passe par les points 26°N 91°W, 26°N 79°W, 27°N 79°W, 27°N 76°30′W, 26°N 73°W, 17°N 58°W, 10°N 58°W, puis par les villes de Panama et de Colon, les îles du Cygne et la ville de Belize, pour revenir à son point de départ 20°N 91°W.

. . . . . .

(MOD) **27/157** [*ne concerne que le texte espagnol*]
Aer2

. . . . . .

Les numéros 27/158, 27/159, 27/160 et 27/161 sont remplacés par les nouveaux textes suivants:

MOD **27/158** *Subdivision de zone 12F*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 02°N 79°W, passe par le point 08°N 83°W, longe la frontière séparant Panama de Costa Rica, passe par les points 10°N 83°W, 13°N 83°W, 13°N 70°W, 08°N 70°W, 06°N 67°W, 01°N 66°W, longe la frontière séparant le Brésil de la Colombie jusqu'au point 04°S 70°W et, de là, suit la frontière séparant la Colombie du Pérou puis la frontière séparant la Colombie de l'Equateur, pour revenir à son point de départ 02°N 79°W.

MOD **27/159** *Subdivision de zone 12G*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 07°N 73°W, passe par les points 14°N 73°W, 14°N 58°W, 01°31′N 58°W; elle longe ensuite les frontières du Brésil avec la Guyane, le Venezuela, la Colombie, passe par les points 01°57′N 68°W, 05°N 69°W, pour revenir à son point de départ 07°N 73°W.

MOD **27/160** *Subdivision de zone 12H*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 05°N 70°W, passe par les points 08°45′N 60°W, 08°N 58°W, 08°N 49°W, 04°10′N 51°36′W; elle longe ensuite les frontières séparant le Brésil du Département français de la Guyane, du Surinam, de la Guyane, du Venezuela et de la Colombie, jusqu'au point de rencontre des frontières du Brésil, de la Colombie et du Pérou, pour revenir à son point de départ 05°N 70°W.

(MOD) **27/161** *Subdivision de zone 12I*
Aer2

La ligne délimitant cette subdivision part du point 25°N 70°W, passe par le point 25°N 35°W, puis longe la ligne séparant les Régions 1 et 2 de l'UIT, jusqu'au point 00° 20°W; elle passe ensuite par les points 00° 44°W, 08°N 54°W, 08°N 58°W, 17°N 58°W, pour revenir à son point de départ 25°N 70°W.

Le nouveau numéro suivant est ajouté à la suite du numéro 27/161:

ADD **27/161A** *Subdivision de zone 12J*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 04°S 93°W, passe par les points 02°N 93°W, 02°N 79°W, longe la frontière séparant l'Equateur de la Colombie jusqu'au point de rencontre des frontières de la Colombie, du Pérou et de l'Equateur, longe la frontière séparant le Pérou de l'Equateur, pour revenir à son point de départ 04°S 93°W.

Le titre qui précède le numéro 27/162 ainsi que les numéros 27/162, 27/163, 27/164 et 27/165 sont remplacés par les nouveaux textes suivants:

ADD **27/161B** *Zone des lignes aériennes régionales et nationales — 13*
Aer2 (ZLARN-13)

Cette zone est délimitée par une ligne qui, partant du Pôle Sud, suit le méridien 120°W jusqu'au point 05°S 120°W; de là, elle suit le parallèle 05°S jusqu'au point 05°S 93°W, passe par le point 04°S 82°W et suit les frontières méridionales de l'Equateur, de la Colombie, du Venezuela, de la Guyane, du Surinam et du Département français de la Guyane, jusqu'au point 04°24′N 50°39′W. Elle passe ensuite par les points 04°24′N 47°W, 00° 32°W, 00° 20°W, pour rejoindre le Pôle Sud en suivant le méridien 20°W.

(MOD) **27/162** *Subdivision de zone 13A*
Aer2

La ligne délimitant cette subdivision part du point 05°S 120°W, passe par les points 05°S 93°W, 04°S 82°W, 19°S 81°W, 57°S 81°W, 57°S 90°W, puis par le Pôle Sud, pour revenir à son point de départ 05°S 120°W.

(MOD) **27/163** *Subdivision de zone 13B*
Aer2

La ligne délimitant cette subdivision part du point 29°S 111°W, passe par les points 24°S 111°W, 24°S 104°W, 29°S 104°W, pour revenir à son point de départ 29°S 111°W.

MOD **27/164** *Subdivision de zone 13C*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 15°S 47°W, passe par les points 20°S 44°W, 23°19′S 42°W, 25°S 45°W, 22°30′S 50°39′W, 19°52′S 58°W, puis longe les frontières du Brésil avec le Paraguay, la Bolivie, le Pérou, la Colombie, le Venezuela, la Guyane, le Surinam et le Département français de la Guyane. Elle passe ensuite par les points 04°24′N 50°39′W, 04°24′N 47°W, pour revenir à son point de départ 15°S 47°W.

MOD **27/165** *Subdivision de zone 13D*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 11°S 69°30′W, longe la frontière entre la Bolivie et le Brésil, passe par le point 20°10′S 58°W, longe ensuite la frontière entre la Bolivie et le Paraguay jusqu'au point 22°30′S 62°30′W, puis longe la frontière entre la Bolivie et l'Argentine et passe par le point 23°S 67°W; elle longe la frontière entre la Bolivie et le Chili, passe par le point 16°30′S 69°30′W, longe la frontière entre la Bolivie et le Pérou, pour revenir à son point de départ 11°S 69°30′W.

Les nouveaux numéros suivants sont ajoutés à la suite du numéro 27/165:

ADD **27/165A** *Subdivision de zone 13M*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 19°S 81°W, passe par les points 04°S 82°W, 03°S 80°W, puis longe la frontière entre le Pérou et l'Equateur et entre le Pérou et la Colombie jusqu'au point 11°S 69°30′W; elle longe ensuite la frontière entre le Pérou et la Bolivie jusqu'au point 17°30′S 69°30′W, puis la frontière entre le Pérou et le Chili, pour revenir à son point de départ 19°S 81°W.

ADD **27/165B** *Subdivision de zone 13N*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 22°30′S 62°30′W, longe la frontière entre le Paraguay et la Bolivie jusqu'au point 20°10′S 58°W; elle longe ensuite la frontière entre le Paraguay et le Brésil jusqu'au point 25°50′S 54°30′W, puis la frontière entre le Paraguay et l'Argentine, pour revenir à son point de départ 22°30′S 62°30′W.

Les numéros 27/166, 27/167, 27/168, 27/169, 27/170, 27/171, 27/172 et 27/173 sont remplacés par les nouveaux textes suivants:

(MOD) **27/166** *Subdivision de zone 13E*
Aer2

La ligne délimitant cette subdivision part du point 32°S 81°W, passe par le point 19°S 81°W, rejoint le point d'intersection de la côte avec la frontière séparant le Chili du Pérou, puis longe les frontières séparant le Chili du Pérou, de la Bolivie et de l'Argentine jusqu'au parallèle 32°S, pour revenir à son point de départ 32°S 81°W.

(MOD) **27/167** *Subdivision de zone 13F*
Aer2

La ligne délimitant cette subdivision part du point 57°S 81°W, passe par le point 32°S 81°W jusqu'au croisement du parallèle 32°S avec la frontière entre le Chili et l'Argentine, puis par les points 52°S 67°W, 57°S 67°W, 57°S 40°W et par le Pôle Sud pour revenir à son point de départ 57°S 81°W.

(MOD) **27/168** *Subdivision de zone 13G*
Aer2

La ligne délimitant cette subdivision part du point 36°S 55°W, passe par le point d'intersection du parallèle 32°S avec la frontière entre l'Argentine et le Chili, se dirige vers le nord en suivant la frontière séparant l'Argentine de la Bolivie, du Paraguay, du Brésil et de l'Uruguay, pour revenir à son point de départ 36°S 55°W.

(MOD) **27/169** *Subdivision de zone 13H*
Aer2

La ligne délimitant cette subdivision part du point 57°S 90°W, passe par les points 57°S 70°W, 52°S 70°W, puis longe la frontière entre le Chili et l'Argentine jusqu'à son croisement avec le parallèle 32°S, passe par les points 36°S 55°W, 57°S 55°W, 57°S 25°W et par le Pôle Sud pour revenir à son point de départ 57°S 90°W.

(MOD) **27/170** *Subdivision de zone 13I*
Aer2

La ligne délimitant cette subdivision part du point 40°S 50°W, passe par le point 36°S 55°W, longe la frontière séparant l'Uruguay de l'Argentine et du Brésil, passe par le point 35°S 45°W, pour revenir à son point de départ 40°S 50°W.

MOD **27/171** *Subdivision de zone 13J*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 15°S 47°W, passe par les points 20°S 44°W, 23°19′S 42°W, 29°S 40°W, 35°S 45°W, puis longe les frontières du Brésil avec l'Uruguay, l'Argentine, le Paraguay et la Bolivie jusqu'au point 19°52′S 58°W. Elle passe ensuite par le point 18°S 57°37′W, pour revenir à son point de départ 15°S 47°W.

MOD **27/172** *Subdivision de zone 13K*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 22°30′S 50°39′W, passe par les points 25°S 45°W, 29°S 40°W, 20°S 32°W, 00° 32°W, 04°24′N 47°W, 04°24′N 50°39′W, pour revenir à son point de départ 22°30′S 50°39′W.

(MOD) **27/173** *Subdivision de zone 13L*
Aer2

La ligne délimitant cette subdivision part du point 00° 32°W, passe par le point 00° 20°W, le Pôle Sud, les points 57°S 55°W, 36°S 55°W, 40°S 50°W, 20°S 32°W, pour revenir à son point de départ 00° 32°W.

Les nouveaux numéros suivants sont ajoutés à la suite du numéro 27/173 :

ADD **27/173A** *Zone des lignes aériennes régionales et nationales — 14*
Aer2 (ZLARN-14)

Cette zone est délimitée par une ligne qui, partant du Pôle Sud, suit le méridien 110°E jusqu'au point 10°S 110°E; de là, elle passe par les points 10°S 145°E, 19°S 153°E, 27°S 160°E, pour rejoindre le Pôle Sud en suivant le méridien 160°E.

ADD **27/173B** *Subdivision de zone 14A*
Aer2

La ligne délimitant cette subdivision part du Pôle Sud, suit le méridien 110°E jusqu'au point 19°S 110°E; de là, elle passe par les points 19°S 118°E, 24°S 120°E, 24°S 131°E, pour rejoindre le Pôle Sud en suivant le méridien 131°E.

ADD **27/173C** *Subdivision de zone 14B*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 19°S 110°E, passe par les points 10°S 110°E, 10°S 131°E, 24°S 131°E, 24°S 120°E, 19°S 118°E, pour revenir à son point de départ 19°S 110°E.

ADD **27/173D** *Subdivision de zone 14C*
Aer2

Cette subdivision est délimitée par une ligne qui, partant du point 24°S 131°E, passe par les points 10°S 131°E, 10°S 139°E, 24°S 139°E, pour revenir à son point de départ 24°S 131°E.

ADD **27/173E** *Subdivision de zone 14D*
Aer2

La ligne délimitant cette subdivision part du Pôle Sud, suit le méridien 131°E jusqu'au point 24°S 131°E; de là, elle passe par les points 24°S 139°E, 27°S 139°E, 27°S 142°E, 34°S 142°E, 34°S 139°E, pour rejoindre le Pôle Sud en suivant le méridien 139°E.

ADD **27/173F** *Subdivision de zone 14E*
Aer2

Cette subdivision est délimitée par une ligne qui part du point 24°S 139°E, suit le méridien 139°E jusqu'au point 10°S 139°E, passe par les points 10°S 145°E, 19°S 153°E, pour rejoindre son point de départ 24°S 139°E.

ADD **27/173G** *Subdivision de zone 14F*
Aer2

Cette subdivision est délimitée par une ligne qui part du point 27°S 139°E, suit le méridien 139°E jusqu'au point 24°S 139°E, passe par les points 19°S 153°E, 27°S 160°E, pour rejoindre son point de départ 27°S 139°E.

ADD **27/173H** *Subdivision de zone 14G*
Aer2

La ligne délimitant cette subdivision part du Pôle Sud, suit le méridien 139°E jusqu'au point 34°S 139°E, passe par les points 34°S 142°E, 27°S 142°E, 27°S 160°E et rejoint le Pôle Sud en suivant le méridien 160°E.

ARTICLE 3

Description des limites des zones d'allotissement et des zones de réception VOLMET

Zone VOLMET – AFRIQUE-OCÉAN INDIEN
(AFI-MET)

Les numéros 27/174 et 27/175 sont remplacés par les nouveaux textes suivants:

MOD **27/174 Aer2** La *zone d'allotissement AFI-MET* est délimitée par une ligne qui, partant du point 29°N 20°W, passe par les points 37°N 03°W, 37°N 36°E, 30°N 35°E, 10°N 52°E, 22°S 60°E, 35°S 35°E, 35°S 15°E, 08°S 15°W, 12°N 20°W, pour rejoindre le point 29°N 2O°W.

MOD **27/175 Aer2** La *zone de réception AFI-MET* est délimitée par une ligne qui, partant du point 37°N 03°W, passe par les points 37°N 36°E, 30°N 35°E, 10°N 52°E, 10°N 100°E, le Pôle Sud, les points 29°N 40°W, 29°N 20°W, pour rejoindre le point 37°N 03°W.

Le titre qui précède le numéro 27/176 ainsi que les numéros 27/176 et 27/177 sont remplacés par les nouveaux textes suivants:

MOD *Zone VOLMET – ATLANTIQUE NORD*
(NAT-MET)

MOD **27/176 Aer2** La *zone d'allotissement NAT-MET* est délimitée par une ligne qui, partant du point 41°N 78°W, passe par les points 51°N 55°W, 24°N 50°W, 24°N 74°W, pour rejoindre le point 41°N 78°W.

MOD **27/177 Aer2** La *zone de réception NAT-MET* est délimitée par une ligne qui, partant du point 24°N 97°W, passe par les points 24°N 85°W, 75°N 85°W, 75°N 20°W, 00° 20°W, 00° 95°W, pour rejoindre le point 24°N 97°W.

Le titre qui précède le numéro 27/178 ainsi que les numéros 27/178 et 27/179 sont remplacés par les nouveaux textes suivants:

MOD *Zone VOLMET – EUROPE*
(EUR-MET)

MOD **27/178 Aer2** La *zone d'allotissement EUR-MET* est délimitée par une ligne qui, partant du point 33°N 12°W, passe par les points 54°N 12°W, 70°N 00°, 74°N 40°E, 40°N 36°E, 29°N 35°30′E, 32°N 13°E, pour rejoindre le point 33°N 12°W.

MOD **27/179 Aer2** La *zone de réception EUR-MET* est délimitée par une ligne qui, partant du point 15°N 20°W, passe par les points 40°N 50°W, 75°N 50°W, 75°N 45°E, 15°N 45°E, pour rejoindre le point 15°N 20°W.

Le titre qui précède le numéro 27/180 ainsi que les numéros 27/180 et 27/181 sont remplacés par les nouveaux textes suivants:

MOD *Zone VOLMET — MOYEN-ORIENT*
(MID-MET)

MOD **27/180 Aer2** La *zone d'allotissement MID-MET* est délimitée par une ligne qui, partant du point 50°N 80°E, passe par les points 29°N 80°E, 27°N 85°E, 16°N 78°E, 22°N 56°E, 16°N 42°E, 30°N 30°E, 51°N 30°E, 57°N 37°E, pour rejoindre le point 50°N 80°E.

MOD **27/181 Aer2** La *zone de réception MID-MET* est délimitée par une ligne qui, partant du point 50°N 80°E, passe par les points 50°N 90°E, 35°N 90°E, 27°N 85°E, 16°N 78°E, 22°N 56°E, 16°N 42°E, 30°N 30°E, 51°N 30°E, 57°N 37°E, pour rejoindre le point 50°N 80°E.

Le nouveau titre et les nouveaux numéros suivants sont ajoutés à la suite du numéro 27/181:

ADD *Zone VOLMET — NORD CENTRE ASIE*
(NCA-MET)

ADD **27/181A Aer2** La *zone d'allotissement NCA-MET* est délimitée par une ligne qui, partant du point 76°N 32°E, passe par les points 80°N 90°E, 75°N 168°W, 66°N 168°W, 48°N 160°E, 42°N 135°E, 50°N 130°E, 50°N 90°E, 35°N 70°E, 45°N 30°E, 60°N 20°E, pour rejoindre le point 76°N 32°E.

ADD **27/181B Aer2** La *zone de réception NCA-MET* est délimitée par une ligne qui, partant du Pôle Nord, passe par les points 40°N 168°W, 30°N 140°E, 35°N 70°E, 30°N 20°E, pour rejoindre le Pôle Nord.

Zone VOLMET — PACIFIQUE
(PAC-MET)

Les numéros 27/182 et 27/183 sont remplacés par les nouveaux textes suivants:

MOD **27/182 Aer2** La *zone d'allotissement PAC-MET* est délimitée par une ligne qui, partant du point 52°N 132°E, passe par les points 63°N 149°W, 38°N 120°W, 50°S 120°W, 50°S 145°E, 28°S 145°E, 03°S 129°E, 22°N 112°E, pour rejoindre le point 52°N 132°E.

MOD **27/183 Aer2** La *zone de réception PAC-MET* est délimitée par une ligne qui, partant du point 60°N 100°E, passe par les points 75°N 160°W, 75°N 110°W, 65°S 110°W, 65°S 145°E, 28°S 145°E, 03°S 129°E, 05°N 80°E, 40°N 80°E, pour rejoindre le point 60°N 100°E.

Zone VOLMET — SUD-EST ASIATIQUE
(SEA-MET)

Les numéros 27/184 et 27/185 sont remplacés par les nouveaux textes suivants:

MOD **27/184 Aer2** La *zone d'allotissement SEA-MET* est délimitée par une ligne qui, partant du point 55°N 75°E, passe par les points 55°N 135°E, 45°N 135°E, 35°N 130°E, 10°N 130°E, 10°S 155°E, 35°S 155°E, 35°S 116°E, 08°N 75°E, 26°N 65°E, pour rejoindre le point 55°N 75°E.

MOD **27/185 Aer2** La *zone de réception SEA-MET* est délimitée par une ligne qui, partant du point 55°N 50°E, passe par les points 55°N 180°, 50°S 180°, 50°S 70°E, 08°N 70°E, 08°N 50°E, pour rejoindre le point 55°N 50°E.

Les nouveaux titres et les nouveaux numéros suivants sont ajoutés à la suite du numéro 27/185:

ADD *Zone VOLMET — CARAÏBES*
(CAR-MET)

ADD **27/185A Aer2** La *zone d'allotissement CAR-MET* est délimitée par une ligne qui, partant du point 30°N 110°W, passe par les points 30°N 75°W, 00° 50°W, suit l'équateur jusqu'au point 00° 80°W, pour rejoindre le point 30°N 110°W.

ADD **27/185B Aer2** La *zone de réception CAR-MET* est délimitée par une ligne qui, partant du point 40°N 120°W, passe par les points 40°N 20°W, 25°S 20°W, 25°S 120°W, pour rejoindre le point 40°N 120°W.

ADD *Zone VOLMET — SUD AMÉRIQUE*
(SAM-MET)

ADD **27/185C Aer2** La *zone d'allotissement SAM-MET* est délimitée par une ligne qui, partant du point 15°N 83°W, passe par les points 15°N 60°W, 05°S 35°W, 55°S 60°W, 55°S 83°W, pour rejoindre le point 15°N 83°W.

ADD **27/185D Aer2** La *zone de réception SAM-MET* est délimitée par une ligne qui, partant du point 30°N 120°W, passe par le point 30°N 00°, le Pôle Sud, pour rejoindre le point 30°N 120°W.

Le nouvel article suivant est ajouté à la suite du nouveau numéro 27/185D :

ADD ARTICLE 4

ADD **Zones mondiales d'allotissement**

ADD **27/185E** *Zone mondiale I*
Aer2

Les limites de cette zone d'allotissement correspondent à celles de l'ensemble des ZLARN 1, 2 et 3.

ADD **27/185F** *Zone mondiale II*
Aer2

Les limites de cette zone d'allotissement correspondent à celles de l'ensemble des ZLARN 10, 11, 12A, 12B, 12C et 12D.

ADD **27/185G** *Zone mondiale III*
Aer2

Les limites de cette zone d'allotissement correspondent à celles de l'ensemble des ZLARN 6, 8, 9 et 14.

ADD **27/185H** *Zone mondiale IV*
Aer2

Les limites de cette zone d'allotissement correspondent à celles de l'ensemble des ZLARN 12E à 12J et la ZLARN 13.

ADD **27/185I** *Zone mondiale V*
Aer2

Les limites de cette zone d'allotissement correspondent à celles de l'ensemble des ZLARN 4, 5 et 7.

Section II

Le titre de la section II est remplacé par le nouveau titre suivant:

(MOD) **Allotissement des fréquences dans le service mobile aéronautique (R)**

ARTICLE 1

Le numéro 27/186 est remplacé par le nouveau texte suivant:

MOD **27/186**
Aer2 **Plan d'allotissement de fréquences par zones**

Notes:

Le numéro 27/188 est remplacé par le nouveau texte suivant:

MOD **27/188**
Aer2

b) la liste suivante ne comprend pas les fréquences communes dans le monde entier aux services mobiles aéronautiques (R) et (OR), 3 023 kHz et 5 680 kHz. L'allotissement de ces fréquences est indiqué à l'article 2.

Le numéro 27/189 est remplacé par le nouveau texte suivant:

[voir pages 3877–3883]

ARTICLE 2

Plan d'allotissement de fréquences
(par ordre numérique)

Notes générales:

Les numéros 27/192, 27/193 et 27/194 sont remplacés par les nouveaux textes suivants:

MOD **27/192 Aer2** 1. *Classe des stations:* FA

Classes d'émission: voir les numéros **27/49** à **27/52**.

Puissance: à moins d'indications contraires figurant dans le Plan, la valeur des puissances des stations aéronautiques et des stations d'aéronef est celle qui figure aux numéros **27/54** à **27/62**.

Horaire: H24, à moins d'indications contraires.

MOD **27/193 Aer2** 2. Une fréquence allotie avec la mention «utilisation diurne» peut être utilisée pendant la période s'étendant de une heure après le lever du soleil jusqu'à une heure avant son coucher.

MOD **27/194 Aer2** 3. Une «voie commune» est une voie allotie en commun à deux zones ou plus sans tenir compte des conditions de brouillage réciproque; son emploi fait l'objet d'un accord entre les administrations intéressées.

Le nouveau numéro suivant est ajouté à la suite du numéro 27/194:

ADD **27/194A Aer2** 4. A l'exception des fréquences porteuses (fréquences de référence) 3 023 kHz et 5 680 kHz, les fréquences utilisables dans le monde entier et spécifiées dans les tableaux figurant au numéro **27/189** et aux numéros **27/195** à **27/207** sont réservées aux assignations faites par les administrations à des stations desservant un ou plusieurs exploitants d'aéronefs, selon les droits conférés par l'administration intéressée. Ces assignations ont pour objet l'établissement de communications entre une station aéronautique appropriée et une station d'aéronef, quel que soit le point du monde où elle se trouve, afin de contrôler la régularité du vol et de veiller à la sécurité de l'aéronef. Les fréquences utilisables dans le monde entier ne doivent pas être assignées par les administrations pour les ZLAMP, ZLARN ou zones VOLMET. Lorsqu'une zone d'exploitation est entièrement comprise dans des limites de ZLARN ou de subdivision de ZLARN, les fréquences à utiliser sont les fréquences allouées aux ZLARN et aux subdivisions de ZLARN.

Les numéros 27/195 à 27/207 sont remplacés par les nouveaux textes suivants:

[voir pages 3885–3902]

Le nouvel article suivant est ajouté à la suite du numéro 27/207:

ADD

ARTICLE 3

Fréquences pour utilisation commune

ADD **27/208 Aer2** 1. Les fréquences porteuses (fréquences de référence) 3 023 kHz et 5 680 kHz sont destinées à l'utilisation commune dans le monde entier.

ADD **27/209 Aer2** 2. L'utilisation de ces fréquences dans le monde entier est autorisée:

2.1 Dans les stations d'aéronef, pour:

a) les contrôles d'approche et d'aérodrome;

b) les communications avec les stations aéronautiques lorsque les autres fréquences de ces stations sont indisponibles ou inconnues;

2.2 Dans les stations aéronautiques, pour les contrôles d'approche et d'aérodrome avec les réserves suivantes:

a) avec une puissance moyenne limitée à une valeur au plus égale à 20 watts dans le circuit d'antenne;

b) dans chaque cas, on doit étudier tout spécialement le type d'antenne à utiliser pour éviter les brouillages nuisibles;

c) la puissance des stations aéronautiques qui utilisent ces fréquences dans les conditions ci-dessus peut être augmentée jusqu'à la valeur nécessaire pour satisfaire certains besoins d'exploitation, sous réserve de coordination entre les administrations directement intéressées et celles dont les services peuvent être défavorablement influencés.

ADD **27/210 Aer2** 3. Nonobstant les dispositions qui précèdent, la fréquence 5 680 kHz peut également être utilisée dans les stations aéronautiques pour les communications avec des stations d'aéronef lorsque les autres fréquences des stations aéronautiques sont indisponibles ou inconnues. Cette utilisation est cependant limitée à des zones et soumise à des conditions telles qu'il ne puisse en résulter aucun brouillage nuisible aux autres communications autorisées du service mobile aéronautique.

ADD **27/211 Aer2** 4. Des détails supplémentaires concernant l'utilisation de ces voies pour les fins susmentionnées peuvent être recommandés par les réunions de l'OACI.

ADD **27/212 Aer2** 5. Les fréquences 3 023 kHz et 5 680 kHz peuvent également être utilisées par des stations d'autres services mobiles qui participent à des opérations de recherche et de sauvetage coordonnées, aériennes et de surface, ainsi que pour des communications entre ces stations et les stations terrestres participantes. Les stations aéronautiques sont autorisées à utiliser ces fréquences pour établir des communications avec de telles stations.

ADD **27/213 Aer2** 6. Ces voies peuvent être utilisées pour les émissions de classe A1 ou A3, conformément à des accords particuliers. Elles ne doivent pas être subdivisées.

ADD **27/214 Aer2** 7. Toutes les stations qui participent directement à des opérations de recherche et de sauvetage coordonnées et qui utilisent les fréquences 3 023 kHz et 5 680 kHz doivent émettre uniquement dans la bande latérale supérieure, à l'exception des cas prévus au numéro **27/50**.

19-198 O - 86 - 9

PROTOCOLE FINAL*

Au moment de signer les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), les délégués soussignés prennent note des déclarations suivantes, formulées par certaines délégations signataires:

N° 1

Pour la République Populaire Démocratique de Corée:

La délégation de la République Populaire Démocratique de Corée à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) ne peut accepter la description de la limite de la ZLAMP-NCA, sur la mer qui baigne son pays – selon la délimitation indiquée dans le Document N° 165 examiné en séance plénière – car cette description ne reflète pas la situation réelle.

Cela étant, la délégation de la République Populaire Démocratique de Corée considère que la question de la délimitation de cette ZLAMP, sur la mer qui se trouve entre la République Populaire Démocratique de Corée et la République Populaire de Chine, devrait être tranchée par les deux pays.

N° 2

Pour la République Arabe du Yémen:

La délégation de la République Arabe du Yémen à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), réserve les droits de son Gouvernement en ce qui concerne le texte du numéro MOD 27/9 du Plan d'allotissement de fréquences, étant donné que les communications entre un aéronef au sol sur le territoire de la République Arabe du Yémen et toute station située en dehors de ce territoire ne sont pas autorisées sans la permission préalable des autorités concernées.

N° 3

Pour la République du Sénégal:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République du Sénégal souscrit à nouveau à la coopération internationale dans le domaine des télécommunications et dans le respect des droits et intérêts de chaque Membre. Toutefois, elle réserve à son pays le droit de prendre toutes mesures qu'il estime nécessaires pour protéger les intérêts de ses services de télécommunications dans le cas où les réserves déposées et les mesures prises par un ou des Membres portent atteinte au bon fonctionnement de ses télécommunications.

N° 4

Pour la République de Venezuela:

L'Administration du Venezuela se réserve le droit d'autoriser ou de ne pas autoriser le fonctionnement de stations d'aéronef ayant atterri sur les aéroports du territoire de la République de Venezuela comme indiqué au numéro 27/9 de l'appendice 27 Aer2 au Règlement des radiocommunications.

---

* *Note du Secrétariat général:* Les textes du Protocole final sont rangés par ordre chronologique de leur dépôt. Dans la Table des matières ces textes sont classés par ordre alphabétique des noms de pays.

N° 5

Pour la République Unie du Cameroun:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République Unie du Cameroun déclare que la souveraineté de la République Unie du Cameroun l'emporte sur toutes autres considérations pour ce qui est de l'application ultérieure de l'une quelconque des réserves formulées par d'autres Membres de l'Union dans les Actes finals de la Conférence susmentionnée.

Conformément à ce principe, la délégation de la République Unie du Cameroun réaffirme la position exposée dans la réserve qui a été formulée par la délégation de ce pays à la Conférence de plénipotentiaires et qui figure au Protocole final de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), N° XXXII.

N° 6

Pour la République Argentine:

La délégation de la République Argentine déclare que son Gouvernement n'accepte pas, du fait de la signature des présents Actes finals, quelque obligation que ce soit concernant l'appendice 27 Aer2 réglementant le service mobile aéronautique (R), les dispositions associées et les procédures d'application qui pourraient influencer défavorablement ses services de télécommunication.

Néanmoins, la République Argentine observera, dans la mesure du possible, les dispositions de l'appendice 27 Aer2 et les procédures d'application, tout en se réservant le droit de prendre les précautions qu'elle jugera nécessaires, pour protéger ses radiocommunications aéronautiques.

N° 7

Pour la Malaisie:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la Malaisie réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts si des Membres de l'Union manquent, de quelque façon que ce soit, de se conformer aux recommandations et/ou aux Actes finals de la Conférence, compromettant ainsi le bon fonctionnement de son service mobile aéronautique (R).

N° 8

Pour le Mexique:

I

En signant les Actes finals, la délégation du Mexique à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978) réserve à son Gouvernement le droit de prendre les mesures qu'il estimera nécessaires pour protéger les intérêts de ses services si des réserves formulées ou des mesures prises par un ou plusieurs Membres portaient atteinte au bon fonctionnement de ses services de télécommunication.

II

La délégation du Mexique à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) réserve à son Gouvernement le droit d'appliquer sa propre législation nationale des télécommunications à la définition modifiée du numéro 27/9, compte tenu de la suppression des mots «en vol».

N° 9

Pour la République Gabonaise:

La délégation de la République Gabonaise, en signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), réserve à son Gouvernement le droit d'accepter ou de refuser les conséquences des réserves formulées dans la présente Conférence par d'autres gouvernements qui pourraient compromettre ses services de télécommunication.

N° 10

Pour la Libye (Jamahiriya Arabe Libyenne Populaire Socialiste):

La délégation de la Jamahiriya Arabe Libyenne Populaire Socialiste réserve à son pays le droit d'empêcher, le cas échéant, un aéronef d'établir des communications avec des stations aéronautiques, lorsque ledit aéronef est au sol (voir le numéro MOD 27/9).

N° 11

Pour la République de Côte d'Ivoire:

Au moment de signer les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République de Côte d'Ivoire réserve à son Gouvernement le droit de prendre les mesures qu'il jugera nécessaires en vue de protéger ses intérêts:

1. contre toute attitude des Membres de l'Union contredisant la Convention internationale des télécommunications et les Règlements des radiocommunications en vigueur;

2. contre toute réserve, de la part des Membres de l'Union, tendant à aliéner ses droits issus de cette Conférence.

N° 12

Pour la République Islamique de Mauritanie:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République Islamique de Mauritanie déclare qu'elle réserve à son Gouvernement le droit de prendre toutes les mesures qu'il jugera utiles pour assurer le bon fonctionnement de son service mobile aéronautique (R) si une administration ne se conforme pas aux dispositions des Actes finals et du Plan associé ou si une administration formule des réserves ou prend des mesures de nature à porter préjudice aux droits souverains de la République Islamique de Mauritanie.

N° 13

Pour la République d'Afghanistan:

I.

La délégation de la République d'Afghanistan à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978) réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts au cas où d'autres pays n'observeraient pas les dispositions adoptées par la Conférence.

II.

La suppression des mots «en vol» dans la version modifiée du numéro 27/9 change les conditions d'utilisation des fréquences en exploitation. La délégation de la République d'Afghanistan réserve à son Gouvernement le droit d'appliquer, à cet égard, les règlements nationaux relatifs aux télécommunications.

N° 14

Pour la République de Panama:

La délégation de la République de Panama à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978) réserve à son Gouvernement le droit d'appliquer les dispositions de l'appendice 27 Aer2 ainsi que les dispositions associées qui régissent le service mobile aéronautique (R), dans la mesure où elles ne portent pas préjudice à l'économie ou à la souveraineté nationale.

N° 15

Pour la République du Kenya:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République du Kenya réserve à son Gouvernement le droit d'autoriser ou d'interdire l'utilisation des communications de contrôle d'exploitation pour les aéronefs qui ne sont pas en vol.

La République du Kenya réaffirme en outre la position exposée dans la réserve formulée par la délégation de ce pays à la Conférence de plénipotentiaires et qui figure au N° XXXIII du Protocole final de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

N° 16

Pour la République Fédérative du Brésil:

L'Administration du Brésil réaffirme son soutien à la coopération internationale dans le domaine des télécommunications et au respect des droits et intérêts de tous les Membres de l'Union internationale des télécommunications. Toutefois, eu égard à la définition de «Famille de fréquences» qui figure au numéro MOD 27/9 de l'appendice 27 Aer2, elle réserve à son pays le droit de déterminer, sur l'ensemble du territoire du Brésil et par la voie de règles et règlements nationaux, les conditions d'utilisation, par les stations d'aéronef, des fréquences du Plan d'allotissement de fréquences (Rév. 1978), en vue de protéger les intérêts de ses services de télécommunication.

N° 17

Pour Cuba:

La délégation de Cuba à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978) déclare, au nom de son Gouvernement, qu'en signant les Actes finals elle n'accepte aucune obligation en ce qui concerne les dispositions et procédures qui pourraient compromettre le bon fonctionnement de ses services de télécommunication et que son Administration se réserve le droit d'adopter les mesures qu'elle jugera nécessaires.

N° 18

Pour la République Orientale de l'Uruguay:

La délégation de la République Orientale de l'Uruguay déclare que son Gouvernement n'accepte pas, du fait de la signature des Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), quelque obligation que ce soit concernant l'appendice 27 Aer2 (numéro 27/9 Rév. et dispositions connexes), réglementant le service mobile aéronautique (R), dans tous les cas ayant une incidence sur l'économie ou la souveraineté nationale.

N° 19

Pour la République de l'Inde:

Tout en signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République de l'Inde réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourrait juger nécessaires pour le cas où un pays formulerait des réserves et/ou n'accepterait pas les dispositions des Actes finals et du Plan associé à ceux-ci.

N° 20

Pour le Royaume de l'Arabie Saoudite:

Le Royaume de l'Arabie Saoudite se réserve le droit d'autoriser ou d'interdire le fonctionnement des stations de radiocommunications à ondes décamétriques par les aéronefs, comme stipulé au numéro MOD 27/9 du Plan d'allotissement de fréquences (1978), pendant que ces aéronefs se trouvent au sol, sur le territoire de l'Arabie Saoudite.

N° 21

Pour la République de Bolivie:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République de Bolivie déclare:

1. que son Administration observera, dans la mesure du possible, les dispositions contenues dans l'appendice 27 Aer2 au Règlement des radiocommunications;

2. qu'elle se réserve néanmoins le droit de prendre toutes les précautions qu'elle jugera nécessaires pour protéger les intérêts de ses services de radiocommunications aéronautiques.

N° 22

Pour la République du Paraguay:

La délégation de la République du Paraguay à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978) déclare, au nom de son Gouvernement, ne pas accepter, du fait de la signature des présents Actes finals, quelque obligation que ce soit concernant l'appendice 27 Aer2 réglementant le service mobile aéronautique (R), les dispositions correspondantes et les procédures d'application qui pourraient influencer défavorablement ses services de télécommunication.

Néanmoins, la République du Paraguay observera, dans la mesure du possible, les dispositions de l'appendice 27 Aer2 et les procédures d'application, tout en se réservant le droit de prendre les précautions qu'elle jugera nécessaires pour protéger ses radiocommunications aéronautiques.

N° 23

Pour la Thaïlande:

La délégation de la Thaïlande réserve à son Gouvernement le droit de prendre toutes les mesures qu'il jugera nécessaires pour protéger ses intérêts en ce qui concerne, d'une part, les dispositions des Actes finals de cette Conférence, d'autre part, les réserves formulées par d'autres pays qui pourraient porter atteinte aux services de télécommunication de la Thaïlande.

N° 24

Pour la République des Philippines:

En apposant sa signature aux Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République des Philippines réaffirme qu'elle est favorable à une coopération économique internationale dans le domaine des télécommunications. De même, elle réaffirme son respect pour les droits et intérêts des Membres.

Toutefois, pour le cas où des réserves formulées par d'autres Membres ou des mesures prises par eux compromettraient les intérêts et le bon fonctionnement de ses services de télécommunication, la République des Philippines se réserve le droit de prendre toutes mesures ou dispositions qu'elle jugera nécessaires pour protéger et favoriser ses intérêts.

N° 25

Pour la République Fédérale de Nigeria:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République Fédérale de Nigeria déclare que son Gouvernement se réserve le droit de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts en toutes circonstances pour le cas où certains des Membres n'observeraient pas les décisions de la Conférence ou manqueraient de toute autre façon de respecter les conditions des Actes finals de la Conférence ou de ses annexes ou des protocoles y annexés, ou pour le cas où des réserves formulées par d'autres pays porteraient préjudice aux services de télécommunication de la République Fédérale de Nigeria.

N° 26

Pour la République de Guinée:

La délégation de la République de Guinée réserve à son Gouvernement le droit de prendre toutes les mesures jugées utiles à la sauvegarde de ses intérêts au cas où certains Membres ne se conformeraient pas aux dispositions de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), ou si les réserves faites par d'autres pays compromettaient le bon fonctionnement de ses services de télécommunication ou entraînaient une augmentation de sa part contributive aux dépenses de l'Union.

N° 27

Pour la République de Singapour:

La délégation de la République de Singapour réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts eu égard aux dispositions des Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), et pour le cas où des réserves formulées par un pays quelconque risqueraient de porter préjudice aux services de télécommunication de la République de Singapour.

N° 28

Pour la République de Haute-Volta:

La délégation de la République de Haute-Volta à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts, au cas où le fonctionnement normal de ses services de télécommunication serait affecté, conséquemment aux attitudes et aux réserves de certaines administrations au moment de l'application des dispositions des Actes finals de la présente Conférence.

N° 29

Pour la République du Libéria:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République du Libéria réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger les intérêts de ses services de télécommunication, si les réserves formulées ou les mesures prises par un ou plusieurs Membres de l'Union compromettent le bon fonctionnement de ces services.

N° 30

Pour la République d'Indonésie:

La délégation de la République d'Indonésie à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), réserve à son Gouvernement le droit:

1. de prendre toutes mesures qu'il estimera nécessaires pour protéger ses intérêts si des Membres manquent, de quelque manière que ce soit, d'observer les dispositions des Actes finals de la Conférence ou si des réserves formulées par d'autres Membres compromettent le bon fonctionnement de ses services de télécommunication mobiles aéronautiques;

2. de prendre toute autre mesure conforme à la Constitution et aux lois de la République d'Indonésie.

N° 31

Pour la République de Colombie:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République de Colombie déclare, en ce qui concerne la protection des intérêts de ses services de télécommunication, que la souveraineté de son Etat ne pourra, en aucune circonstance, être affectée par les dispositions adoptées par la présente Conférence ou les réserves formulées par d'autres Membres de l'Union.

Cela étant, la délégation réserve à son Gouvernement le droit de prendre les mesures qu'il jugera utiles pour protéger et faire respecter ses droits souverains, conformément aux règles constitutionnelles et légales du pays.

Elle réserve également à son Gouvernement le droit de permettre ou de ne pas permettre que les stations d'aéronef se trouvant au sol dans les aéroports de la République de Colombie fonctionnent de la manière décrite à l'appendice 27 Aer2 (numéro MOD 27/9) au Règlement des radiocommunications.

N° 32

Pour l'Espagne:

I

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) la délégation de l'Espagne réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires pour protéger les intérêts de ses services de télécommunication, eu égard aux réserves formulées par d'autres Membres.

II

En signant les Actes finals de la présente Conférence, la délégation de l'Espagne réserve à son Gouvernement le droit d'étudier l'application du numéro MOD 27/9 de l'appendice 27 Aer2.

N° 33

Pour la République Démocratique de Sao Tomé-et-Principe:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République Démocratique de Sao Tomé-et-Principe réserve à son Gouvernement le droit d'accepter ou non les conséquences des réserves formulées à cette Conférence par d'autres gouvernements, au cas où ces réserves compromettraient le bon fonctionnement de ses services de télécommunication. En tout état de cause, la délégation réitère son respect des droits et intérêts des Membres de l'Union.

N° 34

Pour la Norvège:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la Norvège tient à signaler que la délimitation des ZLAMP ne saurait porter atteinte, de quelque façon que ce soit, au droit exclusif de la Norvège d'assurer des services de contrôle de la circulation aérienne et d'information de vol et de mettre en place les installations correspondantes dans les régions du Royaume de la Norvège qui sont comprises dans la ZLAMP-NCA.

N° 35

Pour la République Islamique du Pakistan:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République Islamique du Pakistan réserve à son Gouvernement le droit de permettre à une station d'aéronef se trouvant au sol sur son territoire d'établir des communications avec une station aéronautique située en dehors du territoire de la République Islamique du Pakistan, sur les fréquences définies au numéro MOD 27/9 de l'appendice 27 Aer2 au Règlement des radiocommunications.

N° 36

Pour la République Unie de Tanzanie:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République Unie de Tanzanie réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts, au cas où des Membres manqueraient, de quelque façon que ce soit, de se conformer aux dispositions des Actes finals, ou si ces dispositions et procédures venaient à compromettre le bon fonctionnement de ses services de télécommunication.

N° 37

Pour la République du Guatemala:

La délégation de la République du Guatemala à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1968) réserve les droits de son Gouvernement concernant, d'une part, le numéro MOD 27/9 de l'appendice 27 Aer2 au Règlement des radiocommunications, d'autre part, les réserves, dispositions et procédures dont l'application pourrait influencer défavorablement ses services de radiocommunication.

Néanmoins, elle réaffirme, au nom de la collaboration internationale, son intention d'observer, dans toute la mesure du possible, les dispositions dudit Règlement.

N° 38

***Pour la République Algérienne Démocratique et Populaire, le Royaume de l'Arabie Saoudite, l'Etat de Bahreïn, la République Populaire du Bangladesh, l'Etat de Koweït, la Libye (Jamahiriya Arabe Libyenne Populaire Socialiste), le Royaume du Maroc, la République Islamique de Mauritanie, la République Islamique du Pakistan, l'Etat du Qatar, la République Arabe Syrienne, la République Arabe du Yémen et la République Démocratique Populaire du Yémen*:**

Les délégations des pays susmentionnés déclarent que la signature des Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978) et l'éventuelle ratification ultérieure desdits Actes par leurs Gouvernements respectifs n'impliquent en aucune manière la reconnaissance d'Israël.

N° 39

Pour le Chili:

En signant les Actes finals, la délégation de la République du Chili déclare que son Gouvernement n'accepte aucune obligation concernant l'appendice 27 Aer2 réglementant le service mobile aéronautique (R), les dispositions associées et les procédures d'application qui pourraient influencer défavorablement ses services de télécommunication.

Néanmoins, la République du Chili observera, dans la mesure du possible, les dispositions de l'appendice 27 Aer2 et les procédures d'application, tout en se réservant le droit de prendre les mesures qu'elle jugera nécessaires pour protéger ses radiocommunications aéronautiques.

N° 40

Pour l'Equateur:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République de l'Equateur réserve à son Gouvernement le droit de n'accepter aucune obligation concernant les dispositions et procédures des Actes finals de cette Conférence et les réserves formulées par tout autre pays, qui pourraient compromettre le bon fonctionnement de ses services de télécommunication. Le Gouvernement de l'Equateur prendra toutes les mesures nécessaires pour protéger les intérêts du pays dans le service mobile aéronautique.

N° 41

Pour la République Algérienne Démocratique et Populaire:

La délégation de la République Algérienne Démocratique et Populaire à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978) réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts vis-à-vis de toute disposition des Actes finals de ladite Conférence, susceptible de compromettre le bon fonctionnement de ses services de télécommunication.

N° 42

Pour la République Populaire du Bangladesh:

En signant les Actes finals, la délégation de la République Populaire du Bangladesh réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts, tout en respectant les dispositions du numéro MOD 27/9 de l'appendice 27 Aer2 au Règlement des radiocommunications.

En outre, la délégation réaffirme la position qu'elle avait exprimée dans le Protocole final N° XVII de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

N° 43

Pour la République Arabe Syrienne:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Geneve, 1978), la délégation de la République Arabe Syrienne, tout en réaffirmant qu'elle est toujours favorable à la coopération internationale dans le domaine des télécommunications, réserve à son Gouvernement le droit de prendre toutes mesures nécessaires pour autoriser ou interdire le fonctionnement des stations d'aéronef à partir du sol de la République Arabe Syrienne, ceci en vue de protéger les intérêts de ses services concernés.

N° 44

Pour l'Ethiopie:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de l'Ethiopie déclare qu'elle réserve à son Gouvernement le droit de prendre toutes les mesures nécessaires pour protéger ses intérêts au cas où un pays quelconque n'observerait pas les dispositions des Actes finals et du Plan associé.

N° 45

Pour la République fédérale d'Allemagne, le Danemark, la Grèce, la Norvège, la Suède et la Confédération Suisse:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), les délégations des pays susmentionnés font la déclaration suivante:

Depuis 1976, des émissions à impulsions de très grande puissance, en provenance de stations à ondes décamétriques fonctionnant sur le territoire de l'URSS, causent en permanence des brouillages nuisibles, dans des régions étendues, sur des fréquences des bandes d'ondes décamétriques, y compris les bandes attribuées au service mobile aéronautique (R); si ces émissions ne cessent pas, elles seront susceptibles de causer des brouillages nuisibles sur des fréquences figurant dans le nouveau Plan.

Les délégations des pays susmentionnés rappellent les dispositions de l'article 35 de la Convention et de la Résolution N° Aer 2 du Règlement des radiocommunications; elles expriment leur grande préoccupation devant cette violation prolongée des dispositions en question.

Leurs Administrations se réservent le droit de prendre les mesures appropriées pour protéger le service mobile aéronautique (R), et d'autres services de radiocommunications, si ces brouillages nuisibles persistent.

N° 46

Pour la République de Corée:

La délégation de la République de Corée réserve à son Gouvernement le droit de prendre toutes les mesures qu'il jugera nécessaires pour protéger ses intérêts en ce qui concerne, d'une part, les dispositions des Actes finals de la présente Conférence et, d'autre part, les réserves formulées par un pays, quel qu'il soit, qui seraient de nature à porter préjudice aux services de télécommunication de la République de Corée.

N° 47

Pour la République Populaire Démocratique de Corée:

La délégation de la République Populaire Démocratique de Corée à la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) ne peut accepter la description de la limite des subdivisions de ZLARN 6B, 6F, 6G sur la mer occidentale baignant son pays, telle qu'elle a été discutée en séance plénière, car cette description ne reflète pas sa position.

En conséquence, la délégation de la République Populaire Démocratique de Corée considère que la description de la limite sur la mer qui s'étend entre la République Populaire Démocratique de Corée et la République Populaire de Chine devrait être décidée ultérieurement par ces deux pays.

N° 48

Pour la République Populaire de Chine:

I

L'appendice 27 Aer2 au Règlement des radiocommunications n'inclut pas explicitement dans la subdivision de ZLARN 6G la région définie par les coordonnées 32°30'N 124°E, 32°30'N 126°50'E, 26°N 125°E, 25°N 123°E qui englobe le territoire chinois de Diaoyu Dao et d'autres îles. La délégation chinoise ne peut admettre cette lacune qui porte préjudice à la souveraineté et aux intérêts de la Chine, ainsi qu'aux opérations de vol de ses services aériens intérieurs dans la région. Les autorités chinoises intéressées continueront à prendre des dispositions pour assurer l'exploitation régulière de leurs services aériens dans ladite région.

II

Dans les cartes des ZLAMP, ZLARN et des zones VOLMET jointes à l'appendice 27 Aer2 au Règlement des radiocommunications, la ligne qui marque la limite entre la République Populaire de Chine et l'Inde ne suit pas la frontière nationale chinoise; la délégation chinoise estime que cette ligne devrait être corrigée pour suivre la frontière nationale chinoise.

N° 49

Pour l'Union des Républiques Socialistes Soviétiques:

En relation avec la déclaration faite par les délégués du Danemark, de la Grèce, de la Norvège, de la République fédérale d'Allemagne, de la Suède et de la Suisse, qui figure dans le Protocole final N° 45, la délégation de l'URSS tient à faire la déclaration suivante:

En Union Soviétique, on procède à des études de propagation des ondes en utilisant des installations radioélectriques fonctionnant en ondes hectométriques; celles-ci risqueraient (aux dires des administrations de certains pays) de causer quelques brouillages de courte durée à certains services radioélectriques. On a aussi enregistré en Union Soviétique, sur des installations de réception et dans le service de contrôle, des signaux analogues provenant du fonctionnement des installations d'autres pays.

Afin de réduire les brouillages éventuels que les travaux de recherche susmentionnés, effectués en Union Soviétique, risquent de causer aux services mobiles aéronautique et maritime exploités en ondes hectométriques, on a pris diverses mesures techniques et d'organisation.

Actuellement, les services de contrôle confirment l'efficacité de ces mesures.

En effectuant ces études, l'Administration de l'Union Soviétique tient dûment compte des dispositions de la Convention internationale des télécommunications et du Règlement des radiocommunications.

N° 50

Pour la République de l'Inde:

La délégation de l'Inde a noté que l'indication suivante figure sur les cartes des ZLAMP, ZLARN et zones VOLMET jointes à l'appendice 27 Aer2 au Règlement des radiocommunications: «L'inscription d'un pays ou d'une zone géographique sur cette carte ainsi que le tracé de frontières n'impliquent, de la part de l'UIT, aucune prise de position quant au statut politique de ces pays ou zones géographiques, ni aucune reconnaissance officielle de ces frontières.» Cependant, compte tenu du paragraphe 2 du Protocole final N° 48 présenté par la République Populaire de Chine, la délégation de l'Inde tient à faire observer que la République de l'Inde n'accepte pas les prétentions de la République Populaire de Chine concernant la frontière entre la Chine et l'Inde et il n'y a pas lieu d'apporter aux cartes la rectification qui est mentionnée dans le texte présenté par la République Populaire de Chine dans ce Protocole final.

N° 51

Pour le Japon:

En ce qui concerne le numéro 27/76 de l'appendice 27 Aer2 au Règlement des radiocommunications de l'UIT et le paragraphe 1 des réserves formulées par la délégation chinoise (Protocole final N° 48), la délégation japonaise a reçu pour instruction de son Gouvernement de faire la déclaration suivante:

Les îles Senkaku, désignées sous l'appellation de «territoire chinois de Diaoyu Dao et d'autres îles» dans les réserves qu'a formulées la délégation chinoise dans le Protocole final précité, font partie intégrante du Japon; par conséquent, l'allégation chinoise selon laquelle ces îles font partie du territoire chinois est dénuée de tout fondement.

N° 52

Pour la République de Corée:

En ce qui concerne le paragraphe 1 du texte du Protocole final N° 48, la délégation de la République de Corée déclare que sa position est la suivante:

1. La délégation de la République de Corée n'assimile pas les limites de la ZLARN à des limites territoriales;

2. La délégation de la République de Corée réserve à son Gouvernement le droit de protéger ses intérêts nationaux, ainsi que les opérations aéronautiques et l'exploitation des vols dans cette zone.

N° 53

Pour la République Arabe du Yémen:

En signant les actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République Arabe du Yémen réserve à son Gouvernement le droit:

1. de considérer que le texte du numéro ADD 27/8A concerne les communications entre les stations aéronautiques et les aéronefs en vol;

2. de spécifier que les communications entre tout aéronef se trouvant au sol sur le territoire de la République Arabe du Yémen et toute station située en dehors de ce territoire sont interdites.

N° 54

Pour la République Démocratique Populaire du Yémen:

En signant les Actes finals de la Conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) (Genève, 1978), la délégation de la République Démocratique Populaire du Yémen réserve à son Gouvernement le droit:

1. de considérer que les textes des numéros ADD 27/8A et MOD 27/9 de l'appendice 27 Aer2 concernent exclusivement les communications entre les stations d'aéronef en vol et les stations aéronautiques idoines;

2. d'autoriser ou d'interdire aux stations d'aéronef se trouvant au sol de communiquer avec des stations aéronautiques ou avec toute autre station de télécommunication située en dehors du territoire de la République Démocratique Populaire du Yémen.

N° 55

Pour le Royaume de l'Arabie Saoudite:

La délégation du Royaume de l'Arabie Saoudite réserve à son Gouvernement le droit de permettre ou d'interdire aux aéronefs se trouvant au sol sur le territoire de l'Arabie Saoudite de faire fonctionner des stations à ondes décamétriques dans les conditions visées au numéro ADD 27/8A (et note associée) de l'appendice 27 Aer2.

N° 56

Pour l'Iran:

Eu égard au numéro 27/9 de l'appendice 27 Aer2, la délégation de l'Iran tout en réaffirmant qu'elle est toujours favorable à la coopération internationale dans le domaine des télécommunications, réserve le droit à son Gouvernement de prendre toutes mesures nécessaires pour autoriser ou interdire, en vue de protéger les intérêts de ses services concernés, le fonctionnement des stations des aéronefs qui atterrissent sur les aéroports de l'ensemble du territoire de l'Iran.

(Suivent les signatures)

(Les signatures qui suivent le Protocole final sont les mêmes que celles qui suivent la révision du Règlement des radiocommunications (pages 2 à 5)

[3923 à 3926])

JAPAN

Energy: Coal Liquefaction (SRC–II)

Agreement signed at Washington July 31, 1980;
Entered into force July 31, 1980.

Agreement between
The Government of the United States of America
and
The Government of Japan
on
Cooperation in Coal Liquefaction
Using the SRC-II Process

The Government of the United States of America and the Government of Japan,

Referring to Article IV of the Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Energy and Related Fields, signed at Washington on May 2, 1979 [1] (hereinafter referred to as "the Basic Agreement"), which provides that implementing arrangements specifying the details and procedures of cooperative activities in the areas referred to in Article II of the Basic Agreement will be made between the two Governments or their agencies, whichever is appropriate,

Recalling that the term "the SRC-II Project" means a multiphase project, as set forth in a contract including any superseding contract (present contract number DEAC-05-ORO-3055; formerly contract number ET-78-C-01-3055) (hereinafter referred to as "the SRC-II Prime Contract") between the Department of Energy of the United States of America (hereinafter referred to as "DOE") and The Pittsburg and Midway Coal Mining Co., a wholly-owned subsidiary of Gulf Oil Corporation (hereinafter referred to as "the Prime Contractor"), for the design, construction and operation of a nominal six thousand ton-per-day demonstration module of a full-scale commercial plant for the production of liquid solvent refined coal products, using the SRC-II process proven successful in the Tacoma Pilot Plant owned by the Government of the United States of America, and supporting activities (hereinafter referred to as "the SRC-II Project"),

[1] TIAS 9463; 30 UST 4365.

Recalling also that DOE and the Federal Minister for Research and Technology of the Federal Republic of Germany (hereinafter referred to as "BMFT") entered into an Agreement on Cooperation in Coal Liquefaction Using the SRC-II Process in the SRC-II Project on October 5, 1979,[1] which provides in Article 6 for the addition of other governments in the SRC-II Project,

Recalling further that the SRC Cooperative Arrangement is comprised of development of SRC-II technology as undertaken to date by the Government of the United States of America, and by industrial organizations in the United States of America, Japan and the Federal Republic of Germany, and the activities included in Phases O, I, II and III of the SRC-II Project (hereinafter referred to as "the SRC Cooperative Arrangement"), and

Convinced that the participation of the Government of Japan in the SRC-II Project could make an important contribution to the SRC-II Project,

Have agreed as follows:

ARTICLE 1

1. DOE and the Government of Japan shall cooperate in Phases, I, II and III of the SRC-II Project, which cover detail/final design (Phase I), procurement and construction (Phase II), and operation and evaluation (Phase III) of a nominal six thousand ton-per-day demonstration module.
2. The Ministry of International Trade and Industry of Japan (hereinafter referred to as "MITI") shall be designated as the agency to implement the SRC-II Project for the Government of Japan.

[1] Not printed.

3. The Steering Committee shall adopt by unanimity a DOE prepared Reference Baseline Project Control Document (hereinafter referred to as "the Baseline Document") which shall be periodically updated and shall set forth, among other matters, the estimated costs of the SRC-II Project incurred on or after October 1, 1979, and the technical basis, overall schedule and key decision points for Phases I, II and III of the SRC-II Project. In addition, the Steering Committee shall receive notification prior to subcontracting of a list of major subcontracts which shall be set forth in the Baseline Document. In any event, subcontracts shall be entered into in accordance with the terms and conditions of the SRC-II Prime Contract.
4. Nothing in this Agreement conflicts with the SRC-II Prime Contract existing at the date of signature of this Agreement. It shall be DOE's responsibility to negotiate the cost-sharing agreement with the Prime Contractor to obtain funds for the SRC-II Project consistent with this Agreement.

ARTICLE 2

1. The Steering Committee, consisting of two (2) designated representatives of DOE, two (2) designated representatives of the authorities concerned of the Government of Japan, in particular MITI, and two (2) designated representatives of BMFT shall provide direction for the SRC-II Project as set forth in this Article. DOE, such authorities concerned of the

Government of Japan and BMFT shall also designate alternate representatives who shall serve as members of the Steering Committee should the designated representatives be unable to do so and shall inform one another in writing of all designations under this paragraph. One of the representatives of DOE shall act as Chairman of the Steering Committee.

2. The Steering Committee shall meet at least twice a year in regular session in the United States of America on a date mutually agreed upon among DOE, such authorities concerned of the Government of Japan and BMFT when the Chairman so notifies all the members in writing. In addition, a special meeting shall be convened upon the request of DOE, such authorities concerned of the Government of Japan or BMFT.

3. The Steering Committee shall review the progress of the work undertaken in the SRC-II Project. DOE, such authorities concerned of the Government of Japan and BMFT may make, at any time, recommendations regarding options for the SRC-II Project which would result in a change to the SRC-II Project which shall be described in the Baseline Document. Such recommendations shall be discussed by the Steering Committee for adoption.

4. The Steering Committee shall adopt by unanimity any significant changes to or key decisions in the Baseline Document. The definition of the terms "significant changes" and "key decisions" shall be established in the Baseline Document.

5. The Steering Committee shall designate, guide and direct the Joint Project Management Team. The Joint Project Management Team shall be comprised of two (2) designated representatives of MITI, two (2) designated

representatives of DOE, and two (2) designated representatives of BMFT. The Joint Project Management Team shall monitor the ongoing activities of the Prime Contractor of the SRC-II Project and apprise the Steering Committee, by means of monthly written reports, of the activities of the SRC-II Project and of any problems or issues needing the attention of the Steering Committee. These monthly reports shall not be further disseminated without a program and patent review by DOE and the Prime Contractor and shall be appropriately marked to protect any confidential information in the custody and control of the Prime Contractor in accordance with the terms and conditions of the SRC-II Prime Contract.

6. The Steering Committee may, from time to time, appoint special ad hoc groups to review for the Steering Committee actions on technical, financial, operational and other problems. Any reports generated by the special ad hoc groups shall not be further disseminated without a program and patent review by DOE and the Prime Contractor and shall be appropriately marked to protect any confidential information in the custody and control of the Prime Contractor in accordance with the terms and conditions of the SRC-II Prime Contract.

7. Aside from the undertakings of the Steering Committee as stated above, responsibility and control for the SRC-II Prime Contract shall be exercised by DOE. All legal and technical acts required to implement the SRC-II Project shall be performed by DOE in accordance with this Agreement, the SRC-II Prime Contract, the Baseline Document including significant changes thereto, and all applicable laws and regulations, including licensing requirements.

ARTICLE 3

1. MITI shall receive for any and all uses copies of the various technical and management reports, which are generated by the Prime Contractor and delivered to DOE under the SRC-II Prime Contract, having appropriate restrictions as to further dissemination until necessary DOE and Prime Contractor program and patent reviews have been completed.
2. MITI shall have the right to assign, in proportion to the financial contribution as set forth in Article 4, staff selected by MITI working in coal liquefaction to the SRC-II Project for the purpose of directly contributing work to the SRC-II Project, subject to reaching satisfactory arrangements between the staff assigned and the Prime Contractor. The staff assigned will be financed from the budget of the SRC-II Project. Details as regards each assignment including costs shall be pursuant to the aforementioned arrangements. In addition, MITI is permitted to nominate, subject to reaching satisfactory arrangements with the Prime Contractor, observers, the number of which shall be agreed upon between DOE and MITI, at no cost to DOE or to the Prime Contractor. The participation of the assigned staff and observers shall not affect the responsibilities of the Prime Contractor for the SRC-II Project. The observers shall be permitted to make written reports to MITI with a copy contemporaneously provided to DOE. However, such reports shall bear a restrictive designation limiting their use for evaluation purposes only within MITI. Further dissemination shall not take place without a program and patent review by DOE and the Prime Contractor.

3. MITI and participants in the SRC-II Project on the Japanese side shall assume obligations with regard to the reports stated in this Article and paragraphs 5 and 6 of Article 2, which are necessary to protect the confidential information in the custody and control of the Prime Contractor in accordance with the terms and conditions of the SRC-II Prime Contract. The result of the preliminary program and patent review by DOE and the Prime Contractor shall be communicated to MITI within four weeks of the date of transmittal of the report to MITI. Specific guidelines covering the dissemination of information and access to the SRC-II locations shall be developed by an exchange of letters among DOE, MITI and BMFT.

ARTICLE 4

1. The Government of Japan shall take appropriate steps for the provision of a financial contribution of the amount equivalent to twenty-five (25) percent of the costs of the SRC-II Project which shall be set forth in the Baseline Document, subject to the approval by the Diet of the budgetary appropriation for that purpose. The amount of the payments by the Japanese industrial participants for their appropriate cost-sharing contribution to the SRC-II Project shall be considered as part of the financial contribution referred to in the first sentence of this paragraph. Detailed procedures and schedule for transferring such financial contribution shall be set forth in a funding agreement between DOE and MITI to be entered into contemporaneously with this Agreement.

2. Significant changes to the costs of the SRC-II Project shall require amendment by unanimity of the Baseline Document pursuant to paragraph 4 of Article 2. The representatives to the Steering Committee shall recommend to their respective Governments whether to adjust the amount of the financial contribution to take account of any changes in cost levels, if any, so as to ensure that the adjusted financial contribution represents a realistic assessment of the funds needed for the purposes of the activities specified in the Baseline Document. Such adjustment shall be accomplished in accordance with procedures specified in the funding agreement referred to in paragraph 1 above. If there are significant changes in costs, the Steering Committee shall consider whether to adjust the technical scope of the Baseline Document.

ARTICLE 5

The SRC Cooperative Arrangement intellectual property rights shall be equitably apportioned in accordance with contributions and obligations undertaken with regard to the SRC-II Project. The equitable apportionment of such intellectual property rights shall be achieved in appropriate cost-sharing agreements or other agreements between two or more of DOE, MITI, BMFT, the Prime Contractor and any other entity contributing to the SRC-II Project.

ARTICLE 6

1. Activities under this Agreement shall be subject to the laws and regulations, including license requirements, and to budgetary appropriations of both countries.
2. Solicitations for the provision of major components shall be issued by the Prime Contractor to suppliers in the United States of America, Japan and the Federal Republic of Germany. Responses to solicitations by Japanese and German firms shall be judged on an equal basis with those by United States firms in accordance with normal subcontracting procedures for DOE-funded projects. An advance listing of and a schedule for major component solicitations shall be provided to MITI. MITI may provide to the Prime Contractor a list of potential subcontractors for the subcontract competition in each case. Upon request, DOE shall provide to MITI a copy of the Prime Contractor's recommendations (excluding confidential information) relating to the award of subcontracts requiring DOE's consent along with DOE's letter of consent.
3. An option for a share of the product from the operation of the SRC-II plant up to twenty-five (25) percent shall be made available to MITI. If MITI chooses to exercise the option, conditions of the transfer of and payment for the product shall be negotiated between DOE and MITI.

ARTICLE 7

1. All questions related to this Agreement shall be settled by mutual agreement of the two Governments.

2. This Agreement may be amended at any time by mutual agreement of the two Governments.

ARTICLE 8

If in the course of the product sales or sale of the plant itself or liquidation of the assets there are net proceeds remaining with the SRC-II Project in accordance with the laws and regulations of the United States of America, MITI shall receive a twenty-five (25) percent share of such net proceeds.

ARTICLE 9

A copy of this Agreement shall be deposited with the Executive Director of the International Energy Agency, in recognition of that Agency's interest in international cooperation in research and development in the field of coal technology.

ARTICLE 10

1. This Agreement shall enter into force upon signature and remain in force until the completion of the SRC-II Project.
2. However, either Government may at any time give written notice to the other Government of its intention to terminate this Agreement, in which case this Agreement shall terminate thirty (30) days after such notice is received by the other Government.

3. In case of termination of this Agreement under paragraphs 1 or 2 above, detailed matters concerning termination, including financial aspects, shall be determined in a termination agreement which shall be concluded between DOE and MITI contemporaneously with this Agreement.

Done at Washington, D.C. on July 31, 1980 in duplicate in the English language.

For the Government of the United States of America:

Jimmy Carter [1]

[SEAL]

For the Government of Japan:

Yoshio Okawara [2]

[SEAL]

[1] Jimmy Carter.
[2] Yoshio Okawara.

INTERNATIONAL HYDROGRAPHIC BUREAU

Reimbursement of Income Taxes

Agreement effected by exchange of letters
Signed at Washington and Monaco August 27 and October 16, 1980;
Entered into force October 16, 1980;
Effective January 1, 1980.

The Assistant Secretary of State for International Organization Affairs to the President of the Directing Committee, International Hydrographic Bureau

[August 27, 1980]

Rear Admiral G. S. Ritchie
President of the Directing Committee
International Hydrographic Bureau
B.P. 345 MC, Monaco

Dear Admiral Ritchie:

This is in reply to your letter S1/F/1004 of June 19, 1980,[1] concerning the reimbursement of personnel subject to payment of United States income tax.

The United States can agree to the amendment you propose to the draft agreement; that is, to substitute the words "as an annual subvention" for the words "as a part of its annual payment." With this amendment, the text of the formal agreement would read as follows:

"The United States Government understands that the International Hydrographic Bureau (IHB) will reimburse IHB staff members who are U.S. citizens, or otherwise liable to pay U.S. income taxes, for any U.S. income taxes paid on their IHB income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as an annual subvention to the IHB to compensate this special suspense account. This charge will cover actual reimbursements made by the IHB to employees subject to U.S. income taxes. This Agreement does not cover employees paid from voluntary funds.

This Agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given."

Your concurrence in the above paragraphs by letter will constitute the Agreement between the United States Government and the International Hydrographic Bureau, and will formalize the tax reimbursement procedure which will enter into force retroactively as of January 1, 1980.

[1] Not printed.

I invite your attention to the fact that the United States regards "income" within the meaning of the agreement proposed above as being salary payments to employees who are on active duty with the organization. It does not include lump sum pension payments.

I am unable to concur, however, with your proposal that the IHB wait for the receipt of the U.S. payment before reimbursing the IHB staff members. We have tax reimbursement agreements with sixteen international organizations, and the procedure used under these agreements is that the organizations pay the employees and the Department, in turn, reimburses the organization. It is imperative that this procedure be maintained for all organizations. I recommend, therefore, that the IHB devise an accounting procedure by which it can reimburse the employee, and then notify the Department of the amount of payments made. On the basis of this notification, we will reimburse the IHB.

Sincerely,

Richard L. McCall

Richard L. McCall
Assistant Secretary for
International Organization Affairs

The President of the Directing Committee, International Hydrographic Bureau, to the Assistant Secretary of State for International Organization Affairs

INTERNATIONAL HYDROGRAPHIC BUREAU BUREAU HYDROGRAPHIQUE INTERNATIONAL

7, Avenue Président J. F. Kennedy
B.P. 345 MC — MONACO
PRINCIPAUTE de MONACO

Telegraph : BURHYDINT MONACO Telex : 469870 MCS CARLO Attn : INHORG Telephone : MONACO (93) 50.65.87

Reference No. S1/F/1004

16 October 1980

Mr Richard L. McCall
Assistant Secretary for
International Organization Affairs
Department of State
Washington, D.C. 20520
U.S.A.

Dear Mr McCall,

I am in receipt of your undated letter received 23rd September 1980 concerning an agreement with regard to the reimbursement of personnel subject to payment of United States income tax.

The International Hydrographic Bureau agrees to the text of the formal agreement contained in your letter which reads as follows:

> "The United States Government understands that the International Hydrographic Bureau (IHB) will reimburse IHB staff members who are U.S. citizens, or otherwise liable to pay U.S. income taxes, for any U.S. income taxes paid on their IHB income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as an annual subvention to the IHB to compensate this special suspense account. This charge will cover actual reimbursements made by the IHB to employees subject to U.S. income taxes. This Agreement does not cover employees paid from voluntary funds.
>
> This Agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given."

This letter gives my concurrence in the above paragraphs and thus constitutes the Agreement between the United States Government and the International Hydrographic Bureau and formalizes the tax reimbursement procedure which entered into force retroactively as of 1st January 1980.

Yours sincerely,

Rear Admiral G.S. RITCHIE
President of the Directing Committee

BRAZIL

Shipping: Equal Access to Government-Controlled Cargoes

Agreement extending the agreement of November 17, 1977;
Effected by exchange of letters
Signed at Rio de Janeiro October 30, 1980;
Entered into force October 30, 1980.
With agreed minutes.

The American Assistant Secretary of Commerce for Maritime Affairs to the Brazilian National Superintendent of Merchant Marine

UNITED STATES DEPARTMENT OF COMMERCE
THE ASSISTANT SECRETARY FOR MARITIME AFFAIRS
WASHINGTON, D.C. 20230

October 30, 1980

Comandante João Carlos Palhares dos Santos
Superintendente Nacional da Marinha Mercante
Avenida Rio Branco, 115
Rio de Janeiro, RJ, Brazil

Dear Comandante Palhares:

I refer to the agreement between the Government of the United States of America and the Government of the Federative Republic of Brazil contained in the Memorandum of Consultation of March 7, 1970,[1] and subsequent exchanges of letters between both sides which set forth the arrangements for equal access to the carriage of government-controlled cargoes in the ocean-borne U.S./Brazil trade.[2]

The Government of the United States of America has been pleased with the working of this agreement to date and proposes that it be renewed until December 31, 1983. If this proposal is acceptable to the Government of the Federative Republic of Brazil, I wish to further propose that this letter, together with your letter of acceptance, constitute an agreement between our two Governments extending

---

[1] Not printed.
[2] Exchange of letters Nov. 17, 1977. TIAS 8981; 29 UST 2860.

until December 31, 1983, the agreement relating to equal access to ocean carriage of government-controlled cargoes.

Sincerely,

SAMUEL B. NEMIROW

Assistant Secretary of Commerce
for Maritime Affairs

The Brazilian National Superintendent of Merchant Marine to the American Assistant Secretary of Commerce for Maritime Affairs

MINISTÉRIO DOS TRANSPORTES
SUPERINTENDÊNCIA NACIONAL DA MARINHA MERCANTE

Rio de Janeiro, RJ., 30 de outubro de 1980

Honorável Samuel B. Nemirow
Secretário Adjunto de Comércio
para Assuntos Marítimos
Departamento de Comércio dos E.U.A.
Washington, D.C. 20230

Prezado Senhor Nemirow

Acuso o recebimento e manifesto a aceitação de sua carta de 30 de outubro de 1980, na qual o Governo dos Estados Unidos da América propõe a prorrogação do Memorando de Consulta, de 7 de março de 1970, e subsequente troca de cartas, até 31 de dezembro de 1983.

O Governo da República Federativa do Brasil considera a proposta aceitável e concorda com que esta carta de aceitação, juntamente com a sua carta, constitua Acordo entre os governos, prorrogando até 31 de dezembro de 1983, as disposições estabelecidas naqueles documentos, relativas à igualdade de acesso ("equal access") às cargas sob controle governamental ("governmental controlled cargoes") no transporte marítimo entre os dois países.

Atenciosamente

JOÃO CARLOS PALHARES DOS SANTOS
Superintendente Nacional da Marinha Mercante

English Text of the Brazilian Letter

MINISTÉRIO DOS TRANSPORTES
SUPERINTENDÊNCIA NACIONAL DA MARINHA MERCANTE

Rio de Janeiro, RJ., October 30, 1980

Honorable Samuel B. Nemirow
Assistant Secretary of Commerce
for Maritime Affairs
U.S. Department of Commerce
Washington, D.C. 20230

Dear Mr. Nemirow:

I acknowledge receipt and acceptance of your letter of 30 October, 1980, in which the Government of the United States of America proposes to renew the Memorandum of Consultation of March, 7, 1970, and subsequent exchange of letters, until December 31, 1983.

The Government of the Federative Republic of Brazil finds this proposal acceptable and agrees that this letter of acceptance, together with your letter, constitutes an Agreement between our two Governments, extending until December, 31, 1983, the arrangements set forth in those documents relating to equal access to ocean carriage of Government-controlled cargoes.

Sincerely,

JOÃO CARLOS PALHARES DOS SANTOS
National Superintendent
of Merchant Marine(SUNAMAM)

AGREED MINUTES

1. Representatives of the Government of the United States of America and the Government of the Federative Republic of Brazil met in Rio de Janeiro, Brazil, between October 29 and 30, 1980, to discuss maritime matters of mutual concern. Assistant Secretary of Commerce for Maritime Affairs Samuel B. Nemirow headed the U.S. delegation, while Superintendent of the Brazilian National Merchant Marine João Carlos Palhares dos Santos led the Brazilian delegation.

2. Both sides expressed satisfaction with the operation of the existing equal access arrangements between both countries as implemented by the Memorandum of Consultation of March 7, 1970, and subsequent exchanges of letters between the two countries. Both sides agreed to extend the above-mentioned equal access agreement until December 31, 1983, and exchanged letters to that effect.

3. During these discussions the U.S. side raised questions regarding participation by U.S. flag vessels in the trade between non-pool ports, pointing out that the matter had been the subject of concern for more than one year. In order to reach a resolution of this problem both sides agreed to hold meetings between SUNAMAM and the Maritime Administration in New York and/or Washington, D.C., as soon as possible, to find means to facilitate greater participation by national flag lines in the overall bilateral trade, especially in the Amazon Basin where no pools now exist. As a temporary measure both sides intend to extend the provisions of equal access to cargoes controlled by each government in the trade between U.S. ports and Brazilian ports of the Amazon Basin.

4. The U.S. side noted that the current BEFIEX program posed an impediment to U.S. flag carriage of certain cargoes in the Brazilian export trade. The Brazilian side indicated that the BEFIEX program had been greatly curtailed in recent years, but agreed to examine its continued applicability in the bilateral trade.

5. The representatives also discussed SUNAMAM Resolution 5246 which curtails the transshipment of Brazilian exports and imports. The U.S. side stated its concern that continued applicability of the Resolution could inhibit the development of the U.S./Brazil container trade and asked that SUNAMAM review the need for its further implementation. The Brazilian side agreed to undertake such a review.

6. These minutes are reflected in the English and Portuguese languages, both texts being equally authentic.

Done at Rio de Janeiro, Brazil, on the 30th day of October, 1980.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA

SAMUEL B. NEMIROW
Assistant Secretary of Commerce
for Maritime Affairs

FOR THE GOVERNMENT OF
THE FEDERATIVE REPUBLIC OF BRAZIL

JOÃO CARLOS PALHARES DOS SANTOS
National Superintendent of
Brazilian Merchant Marine

Minutas Acordadas

1. Os representantes dos Governos dos Estados Unidos da América e da República Federativa do Brasil reuniram-se no Rio de Janeiro, Brasil, entre 29 e 30 de outubro de 1980, para discutir assuntos marítimos de mútuo interesse.
   O Secretário—Adjunto de Comércio para Assuntos Marítimos, Sr. Samuel B. Nemirow, chefiou a delegação Norte Americana, e o Superintendente Nacional da Marinha Mercante, Comandante João Carlos Palhares dos Santos, a delegação brasileira.
2. Ambas as partes expressaram sua satisfação com a operação do acordo de "igual acesso" ("equal access") existente entre os dois países, conforme implementado pelo Memorando de Consulta de 7 de março de 1970 e subsequente troca de cartas entre as duas partes.
   Ambas as partes concordaram em estender o referido acordo de de "igual acesso" ("equal access") até 31 de dezembro de 1983, tendo trocado cartas com essa finalidade.
3. Durante os encontros, a parte norte americana levantou questões relativas à participação de navios de bandeira norte americana entre portos não incluídos nos acordos de "pool" (nonpool ports), salientando que o assunto vem sendo debatido há mais de um ano. Objetivando a solução do problema, as duas partes concordaram com que a SUNAMAM e a MARITIME ADMINISTRATION reúnam-se em New York e/ou Washington, D.C., tão logo seja possível, para encontrar um mecanismo que facilite o aumento de participação das bandeiras nacionais no comércio bilateral, especialmente na Bacia Amazônica, onde ainda não existem acordes de "pool". A título de solução provisória, as duas partes manifestaram sua intenção de estender as provisões relativas à "igual acesso" ("equal access") às cargas sob controle governamental no comércio entre os portos norte americanos e os portos brasileiros da Bacia Amazônica.
4. A delegação norte americana observou que o atual programa BEFIEX traz impedimentos ao transporte por bandeira americana de certas cargas do comérico brasileiro de exportação. A parte brasileira informou que o programa BEFIEX teve seu alcance grandemente reduzido nos últimos anos, concordando, porém, em examinar os efeitos de sua aplicabilidade no comércio bilateral.
5. Ambas as partes discutiram ainda a Resolução nº 5246 da SUNAMAM, que impõe restrições ao transbordo (transhipment) de produtos do comércio brasileiro de exportação e importação.
   A parte norte americana manifestou sua preocupação com o fato de que a aplicação continuada da referida Resolução poderia inibir o desenvolvimento do comércio em contêineres entre os E.U.A./Brasil, e solicitou à SUNAMAM a revisão da mencionada

Resolução. A parte brasileira concordou em reexaminar o assunto.

6. As duas minutas, feitas em português e em inglês, constituem textos ingualmente autênticos.

7. Feito no Rio de Janeiro, Brasil, em 30 de outubro de 1980.

Pelo Governo dos
Estados Unidos da America

SAMUEL B. NEMIROW

Samuel B. Nemirow
Secretário-Adjunto de Comércio
Para Assuntos Marítimos

Pelo Governo da
República Federativa do Brasil

JOÃO CARLOS PALHARES DOS SANTOS

João Carlos Palhares Dos Santos
Superintendente Nacional
da Marinha Mercante

PEOPLE'S REPUBLIC OF CHINA

Finance: Investment Guaranties

Agreement effected by exchange of notes
Signed at Beijing October 30, 1980;
Entered into force October 30, 1980.
With related notes.
And related letter and statement
Signed at Beijing October 7, 1980.

The American Ambassador to the Chinese Vice Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 438

BEIJING, *October 30, 1980*

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place on the basis of equality and mutual benefit between representatives of the Government of the United States of America and of the Government of the People's Republic of China relating to investments in the People's Republic of China and to investment insurance (including reinsurance) and investment guaranties which are administered by the Overseas Private Investment Corporation ("OPIC"), an independent government corporation organized under the laws of the United States of America. On behalf of the Government of the United States of America, I also have the honor to confirm the following understandings reached as a result of those conversations:

ARTICLE 1

As used herein, the term "Coverage" shall refer to any investment insurance (including reinsurance) against loss from political risk or to any investment guaranty which is issued in accordance with this Agreement by OPIC or by any successor United States Government agency, OPIC and any such successor being hereinafter referred to as the "Issuer" to the extent of its interest as insurer or reinsurer in any Coverage.

ARTICLE 2

The procedures set forth in this Agreement shall apply only with respect to Coverage of investments relating to projects or activities approved by the Government of the People's Republic of China.

ARTICLE 3

(a) If the Issuer makes payment to any investor under Coverage, the Government of the People's Republic of China shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such Coverage is made, as well as the succession of the Issuer to any right, title, claim, or cause of action existing, or which may arise, in connection therewith, subject to existing legal obligations.

(b) The Issuer shall assert no greater rights than those of the transferring investor with respect to any interests transferred or succeeded to under this paragraph. The Government of the United States of America does, however, reserve its rights to assert a claim in its sovereign capacity under international law.

ARTICLE 4

To the extent that the laws of the People's Republic of China partially or wholly invalidate or prohibit the acquisition from a covered investor of any interest in any property within the territory of the People's Republic of China by the Issuer, the Government of the People's Republic of China shall permit such investor and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the People's Republic of China.

ARTICLE 5

Amounts in the lawful currency of the People's Republic of China, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of the People's Republic of China no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered investor. Such amounts and credits shall be freely available for use by the Government of the United States of America to meet its expenditures in the territory of the People's Republic of China. Such amounts and credits may also be transferred by the Issuer to any person or entity agreed by the Government of the People's Republic of China for use by such person or entity in the territory of the People's Republic of China.

ARTICLE 6

(a) Any dispute between the Government of the United States of America and the Government of the People's Republic of China regarding the interpretation of this Agreement or which, in the opinion

of one of the Governments, involves a question of public international law arising out of any investment or project or activity relating to such investment for which Coverage has been issued shall be resolved, insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either Government, to an arbitral tribunal for resolution in accordance with Article 6(b).

(b) The arbitral tribunal for resolution of disputes pursuant to Article 6(a) shall be established and function as follows:

(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the Secretary General of the United Nations to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(ii) The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

(iii) Each Government shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other cost shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

ARTICLE 7

The two Governments, desiring reciprocity, agree that, in the event the Government of the People's Republic of China is authorized under its laws to issue coverage for investments in any project or activity within the United States of America under a program similar to the investment incentive program to which this Agreement relates, there shall be, upon the request of either Government, an exchange of notes to make applicable, with respect to such investments made in the United States of America, provisions equivalent to those of this Agreement.

ARTICLE 8

Upon receipt of a note of confirmation from Your Excellency on behalf of the Government of the People's Republic of China indicating that the foregoing provisions are acceptable, this note and your reply thereto shall constitute an Agreement between our two

Governments on this subject, and enter into force on the date of your reply. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of a request for the termination of the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the denunciation of the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

LEONARD WOODCOCK

Leonard Woodcock
Ambassador of the United States
to the People's Republic
of China

His Excellency
ZHANG WENJIN
Vice Minister of Foreign Affairs
Beijing, People's Republic of China

第 八 条

上述内容，如蒙阁下代表中华人民共和国政府复照确认，本照会和你的复照即成为我们两国政府间关于此问题的一项协议，并自你复照之日起生效。本协议应一直有效，但如一方政府以照会通知另一方政府要求终止本协议，则本协议自收到该照会之日起六个月后终止。在此情况下，对于本协议有效期内的承保范围，本协议条款在该承保范围期限内继续有效，但在任何情况下均不得超过自终止本协议之日起二十年的期限。”

我荣幸地代表中华人民共和国政府确认，同意上述来照内容。

顺致最崇高的敬意。

中华人民共和国外交部副部长 [signature]

一九八〇年十月三十日于北京

作如下：

（一）双方政府各委任一名仲裁员，再由该两名仲裁员共同协商选定一名仲裁庭庭长，庭长应是第三国国民，并经两国政府委任。仲裁员应在收到任何一方提出仲裁要求之日起的两个月内予以委任，庭长在三个月内予以委任。如果在上述期限内未能作出委任，又无任何其他协议，任何一方政府可以请求联合国秘书长作出必要的委任。两国政府同意接受上述一项或数项委任。

（二）仲裁庭根据国际公法适用的原则和规定并根据多数票作出裁决，其裁决应是最终的，并具有约束力。

（三）各方政府应各自负担其仲裁员和仲裁过程中自己方面的费用，庭长费用和其他支出应由两国政府平均负担。仲裁庭可按照上述规定制订有关费用的规则。

（四）对于一切其他事宜，仲裁庭应制订自己的程序。

第 七 条

两国政府根据互惠的要求，同意在中华人民共和国政府经依法授权在美利坚合众国境内按照相当于本协议有关的鼓励投资计划承保任何项目或活动中的投资时，经任何一方政府的要求，应就在美利坚合众国境内的这种投资相互换文，以使同本协议相等的条款得以适用。

益，中华人民共和国政府应允许该投资者和承保者作出适当安排，将上述利益转移给中华人民共和国法律所允许占有此项利益的实体。

第 五 条

承保者根据承保范围得到的中华人民共和国法定货币的款项，包括债权，中华人民共和国政府对其使用和兑换方面所给予的待遇不应低于这些资金在被保险的投资者手中时可享有的待遇。这些货币和债权应让美利坚合众国政府自由取得，以偿付其在中华人民共和国境内的开支，或转移给中华人民共和国政府所同意的任何个人或实体，在中华人民共和国境内使用。

第 六 条

一、美利坚合众国政府和中华人民共和国政府对本协议的解释发生争议，或任何一方政府认为这种争议由于已在承保范围内保险的投资或与这种投资有关的项目或活动引起国际公法问题时，两国政府应尽可能通过谈判解决。如果在提出谈判要求的三个月后，两国政府未能解决争议，经任何一方政府提出，应按照本条第二款，将争议包括这种争议是否引起国际公法问题提交仲裁庭。

二、本条第一款所述为解决争议的仲裁庭的组成和工

——以下均称为"承保者"——承保的投资政治风险保险(包括再保险)或投资保证，其利益程度以作为承保范围内的保险者或再保险者为限。

第 二 条

本协议的规定只适用于经中华人民共和国政府批准的项目或活动有关的投资的承保范围。

第 三 条

一、如果承保者根据承保范围向投资者支付赔款，除了本协议第四条的规定外，中华人民共和国政府应承认因上述支付而转移给承保者的任何货币、债权、资产或投资，并承认承保者继承的任何现有或可能产生的权利、所有权、权利要求或诉讼权，但承保者应受投资者尚存法律义务的约束。

二、对根据本条规定而转移或继承的任何利益，承保者不应要求比作出转移的投资者可享有的更大权利。但美利坚合众国政府保留以其主权地位按照国际法提出某项要求的权利。

第 四 条

中华人民共和国法律如部分或全部废止或禁止承保者在中华人民共和国境内取得被保险的投资者的任何财产利

The Chinese Vice Minister of Foreign Affairs to the American Ambassador

中华人民共和国外交部

(80)部美大字第1149号

美利坚合众国驻中华人民共和国特命全权大使伍德科克先生阁下

阁下：

我荣幸地收到了你一九八〇年十月三十日的照会，全文如下：

“我荣幸地提及美利坚合众国政府和中华人民共和国政府的代表，最近在平等互利的基础上举行的关于在中华人民共和国境内进行投资以及投资保险(包括再保险)和保证的会谈。这种投资保险和保证由根据美利坚合众国的法律而设立的独立的政府公司——海外私人投资公司执行。我并荣幸地代表美利坚合众国政府确认作为这些会谈成果而达成的下列谅解：

第 一 条

本协议中的“承保范围”，系指根据本协议由海外私人投资公司或继承该公司的美利坚合众国政府的任何机构

TRANSLATION

Ministry of Foreign Affairs
People's Republic of China

Beijing October 30. 1980

Note No. (80) Bu Meida 1149

His Excellency
Leonard Woodcock
Ambassador Extraordinary and
Minister Plenipotentiary of
the United States of America
to the People's Republic of
China
Beijing, People's Republic of
China

Excellency:

I have the honor to acknowledge the receipt of your note of October 30, 1980, which reads:

[For the English language text, see pp. 4010-4013.]

On behalf of the Government of the People's Republic of China, I have the honor to confirm our agreement to the contents of the above note.

Please accept, Excellency, the renewed assurances of my highest consideration.

Zhang Wenjin
Vice Minister of Foreign Affairs
People's Republic of China

[RELATED NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA

October 30, 1980

EXCELLENCY:

I have the honor to refer to the Investment Incentive Agreement between the Government of the United States of America and the Government of the People's Republic of China, effected by an exchange of notes on October 30, 1980 (the "Agreement"), relating to investment insurance and investment guaranties which are administered by the Overseas Private Investment Corporation ("OPIC").

Article 2 of the Agreement states that the procedures set forth in the Agreement shall apply only with respect to coverage of investments relating to projects or activities approved by the Government of the People's Republic of China. I wish to confirm my understanding that for purposes of Article 2 of the Agreement, the procedure for approval by the Government of the People's Republic of China shall be as follows:

(1) Approval of a project or activity by the Foreign Investment Commission ("FIC") shall constitute approval by the Government of the People's Republic of China for purposes of Article 2 of the Agreement. After a project or activity has received such approval, investment insurance or guaranties issued by OPIC for investments which are related to such project or activity shall be governed by the procedures set forth in the Agreement. Such related investments include the following:

(a) equity investments and loans by investors in projects or activities approved by FIC;

(b) loans from financial institutions to projects or activities approved by FIC; and

(c) transfer of technology, service and management agreements with projects or activities approved by FIC.

(2) For purposes of Article 2 of the Agreement, any project or activity approved by the Administrative Commissions for Special Economic Zones of concerned provinces in accordance with Chinese legislation shall be deemed as approval by the Chinese Government.

(3) In case of a project or activity which does not require the approval set forth in (1) or (2) above, upon request by the Government of the United States of America, FIC shall as soon as possible advise it of the appropriate agency or instrumentality of the Government of the People's Republic of China to issue such approval on behalf of the Chinese Government and shall inform the United States

Government of the decision of such agency or instrumentality for purposes of Article 2 of the Agreement.

I would be grateful for your confirmation that this is also your understanding.

Accept, Excellency, the renewed assurances of my highest consideration.

LEONARD WOODCOCK

Leonard Woodcock
Ambassador of the United States
to the People's Republic
of China

His Excellency
ZHANG WENJIN
Vice Minister of Foreign Affairs
Beijing, People's Republic of China

（一）经外国投资管理委员会批准的项目或活动中投资者的股份投资和贷款；

（二）金融机构给外国投资管理委员会批准的项目或活动的贷款；

（三）与外国投资管理委员会批准的项目或活动达成的技术转让、服务和管理协议。

二、为执行本协议第二条，根据中国的立法经有关省经济特区管理委员会批准的任何项目或活动，视为中国政府批准。

三、对不需外国投资管理委员会批准的项目或活动，经美利坚合众国政府的要求，外国投资管理委员会应尽快通知美国政府关于代表中华人民共和国政府进行这类审批的中国政府的适当部门或机构，并应协助海外私人投资公司得知该部门或机构关于本协议第二条规定作出的决定。

如蒙你确认上述理解，我不胜感谢。”

我荣幸地代表中华人民共和国政府确认，同意上述来函内容。

顺致最崇高的敬意。

中华人民共和国外交部副部长

一九八〇年十月三十日于北京

附件

美利坚合众国驻中华人民共和国特命全权大使伍德科克先生阁下

阁下：

我荣幸地提及我们两国政府间关于鼓励投资的协议与你今日的来函，全文如下：

“我荣幸地提及一九八〇年十月三十日生效的美利坚合众国政府和中华人民共和国政府关于投资保险和投资保证的鼓励投资协议(以下称“协议”)，该保险和保证是由海外私人投资公司执行的。

该协议第二条规定：‘本协议的规定只适用于经中华人民共和国政府批准的项目或活动有关的投资的承保范围。’我谨确认关于协议第二条由中华人民共和国政府批准的程序的理解如下：

一、经外国投资管理委员会批准的项目或活动即构成第二条中所规定的中华人民共和国政府的批准。在某一项目或活动得到这种批准后，海外私人投资公司为与该项目或活动有关的投资所承保的投资保险或保证，应受本协议规定的程序的约束。这些有关投资包括下列各项：

TRANSLATION

Beijing October 30, 1980

His Excellency
Leonard Woodcock
Ambassador Extraordinary and
Minister Plenipotentiary of
the United States of America
to the People's Republic of
China
Beijing, People's Republic of
China

Excellency:

I have the honor to refer to the Investment Incentive Agreement between our two Governments and to your letter of today's date which reads:

[For the English language text, see pp. 4020-4021.]

On behalf of the Government of the People's Republic of China, I have the honor to confirm our agreement to the contents of the above letter.

Please accept, Excellency, the renewed assurances of my highest consideration.

Zhang Wenjin
Vice Minister of Foreign Affairs
People's Republic of China

[RELATED LETTER]

October 7 , 1980

Mr. Chen Shuzhi
Vice President
Chinese International Trust
and Investment Corporation
Beijing, China

Dear Mr. Chen:

In connection with our discussions relating to the Investment Incentive Agreement covering the procedures for the operation of the investment insurance programs of the Overseas Private Investment Corporation ("OPIC"), you have inquired as to whether the issuance by OPIC of investment insurance covering losses resulting from war, revolution, and insurrection would create an obligation for the Government of the People's Republic of China. I wish to inform you that the issuance of such coverage would not obligate the Government of the People's Republic of China to reimburse the insured investor or OPIC for losses resulting from war, revolution, or insurrection.

Sincerely yours,

Paul R. Gilbert

Paul R. Gilbert
Vice President and General Counsel
Overseas Private Investment Corporation

STATEMENT OF PAUL R. GILBERT, VICE PRESIDENT AND GENERAL COUNSEL, OVERSEAS PRIVATE INVESTMENT CORPORATION, REGARDING U.S. - CHINA INVESTMENT INCENTIVE AGREEMENT, MADE ORALLY TO CHINESE DELEGATION ON OCTOBER 4, 1980 AND DELIVERED BY HAND ON OCTOBER 7, 1980

With respect to Article 7 of the Agreement, the Government of the United States of America wishes to inform the Government of the People's Republic of China that the United States Government interprets Article 7 to mean that an exchange of notes taking action contemplated by Article 7 will be subject to the legal requirements in the United States of America for taking such action, including any necessary implementing legislation.

Paul R. Gilbert
Vice President and General Counsel
Overseas Private Investment Corporation

JAPAN

Oceanography: Deep Sea Drilling Project

Memorandum of understanding signed at Tokyo and Washington August 5, 1980;
Entered into force August 5, 1980;
Effective October 1, 1980.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE OCEAN RESEARCH INSTITUTE OF
THE UNIVERSITY OF TOKYO
AND THE U.S. NATIONAL SCIENCE FOUNDATION
ON PARTICIPATION AND COOPERATION OF JAPAN IN THE
INTERNATIONAL PHASE OF OCEAN DRILLING OF THE
DEEP SEA DRILLING PROJECT

The Ocean Research Institute (ORI) of the University of Tokyo and the U.S. National Science Foundation (NSF), agree to cooperate in NSF's program of ocean drilling, the International Phase of Ocean Drilling (IPOD) of the Deep Sea Drilling Project (DSDP), under the conditions and work plans stated as follows:

1. (A) The Ocean Research Institute (ORI) of the University of Tokyo agrees to participate in the International Phase of Ocean Drilling of the Deep Sea Drilling Project for two years beginning on October 1, 1980 by using D/V Glomar Challenger. ORI will contribute, within the budgetary appropriation, one million two hundred and fifty thousand U.S. dollars per annum to NSF. As for the period from October 1, 1980 to March 31, 1981, ORI will pay six-twelfths of one million two hundred and fifty thousand dollars.

(B) Should IPOD drilling operations be suspended prior to the currently scheduled date as agreed to by Japan and other IPOD countries, the contribution of Japan for the two year period covered by this agreement will be reduced, and refunded by NSF to

ORI, at the rate of $104,167 for each month prior to that date that drilling is suspended.

(C) The financial contributions of all participating countries in the IPOD will be commingled to support the total program costs.

2. The representative of the ORI will be a member of the executive committee of the IPOD scientific advisory system constituted to provide scientific advice to the Scripps Institution of Oceanography, which operates the IPOD in accordance with a contract with NSF and the University of California. The representative will recommend to the Scripps Institution of Oceanography the names of qualified Japanese scientists for membership on the planning committee and panels of the scientific advisory system.

All members of the scientific advisory system will have an equal voice in deliberations of its executive committee, planning committee, and panels.

3. (A) The Scripps Institution of Oceanography has the right to form the scientific team and select its members for each cruise. NSF will ensure that the Scripps Institution of Oceanography will make available space, on the average, for one to two Japanese scientists on each cruise of the D/V Glomar Challenger or other ship assigned to

perform the same functions during the IPOD, taking into consideration the limited space for shipboard scientists aboard the D/V Glomar Challenger or other ship and the need for equitable treatment for all non-U.S. participating countries. NSF recognizes that the participation of more than two Japanese scientists may be appropriate in some cruises that may be of special scientific interest to Japanese scientists.

(B) ORI will recommend to the Scripps Institution of Oceanography the names of highly qualified Japanese scientists as cruise scientists. It will also recommend to the Scripps Institution of Oceanography the names of highly qualified technicians to participate in cruises as members of the drilling party.

(C) ORI will be able to propose to the Scripps Institution of Oceanography that a Japanese scientist serve as co-chief scientist during some of the cruises of the D/V Glomar Challenger.

(D) Questions regarding health, accident and liability insurance will be dealt with by separate correspondence between the NSF and the ORI.

4. The following costs incurred by Japanese participants in IPOD will be paid either by Joint Oceanographic Institutions, Incorporated (JOI, Inc.)

or by the Scripps Institution of Oceanography, in the following manner:

(A) The Joint Oceanographic Institutions, Inc., will furnish the cost of internal U.S. travel and per diem of the members or their alternates designated by the ORI to participate in working sessions of the executive committee, planning committee, and panels of the scientific advisory system.

(B) The Scripps Institution of Oceanography will pay for the cost of per diem for Japanese scientists and technicians on board the D/V Glomar Challenger or other ship assigned to perform the same functions.

(C) The Scripps Institution of Oceanography will also pay for the cost of internal U.S. travel and per diem for post-cruise conferences required for the preparation of the Initial Reports of the Deep Sea Drilling Project or equivalent publication.

All other costs of participation will be paid by ORI.

5. (A) In the selection of cruise areas, due consideration will be given to reflect adequately the interest of the Japanese scientists.

(B) ORI will make efforts to conduct geophysical site surveys of drilling sites using Japanese ships

as available, in order to facilitate selection of specific sites to be drilled. These site surveys will be discussed between the ORI and the Scripps Institution of Oceanography.

6. (A) NSF will ensure that the ORI will have access equivalent to that of other participating countries to IPOD data and core samples without undue delay.

(B) ORI will coordinate the various research activities of Japanese scientists on IPOD data and core samples.

(C) ORI will endeavor to ensure that the scientific data resulting from the analysis of core samples and data will be provided to the Scripps Institution of Oceanography without undue delay for preparation of the Initial Reports of the Deep Sea Drilling Project or their equivalent.

7. (A) NSF will provide the ORI with 100 copies of each volume of the Initial Reports of the Deep Sea Drilling Project or their equivalent, and an appropriate number of Initial Core Descriptions without undue delay.

(B) The Japanese side may translate those volumes of the Initial Reports of the Deep Sea Drilling Project, or equivalent, distributed by NSF to the ORI, into the Japanese language and may publish

them in Japan, in full or part, without payment to or additional agreements with NSF.

(C) ORI will provide NSF with copies of as many Japanese publications as possible that are based on IPOD materials. The American side may translate copies of those publications of which the ORI is the copyright holder into English and publish them in the United States of America, in full or in part, without payment to or additional agreements with the ORI.

8. NSF will seek to facilitate without undue delay, to the extent feasible, through collaboration with the appropriate authorities, the granting of visas and other forms of official documents for entry to and exit from the United States of America of personnel, equipment and supplies when required for participation or utilization in the IPOD.

9. (A) Matters of mutual interest in the IPOD will be considered, as appropriate, by representatives of the ORI and NSF.

(B) Representatives of NSF and ORI will meet once a year, as mutually agreed, for an annual IPOD program review including a financial discussion, a review of scientific and technical achievements for the past year and plans for the coming year. Additional meetings may be held at the request of

either party to discuss the terms and conditions of this Memorandum and other matters of mutual interest.

10. Details which are not prescribed in this Memorandum shall be decided separately between ORI and NSF.

11. (A) This Memorandum of Understanding will take effect on October 1, 1980.

(B) This Memorandum of Understanding may be terminated by either party giving the other party advance notice of at least two months.

Done in Tokyo and Washington, D.C. on August 5, 1980, in duplicate, in English and Japanese language, both texts being equally authentic.

For the National Science Foundation

Francis S. Johnson
Assistant Director
Astronomical, Atmospheric, Earth and Ocean Sciences

For the Ocean Research Institute

Noriyuki Nasu
Director
The Ocean Research Institute of the University of Tokyo

August 5, 1980.

下名は、一九八〇年　八月　五日東京ならびにワシントンにおいて、それぞれ、日本語及び英語で作成された本覚書に署名した。両本文は、ひとしく正文とする。

東京大学海洋研究所長

奈須紀幸

米国国立科学財団
天文・気象・地球・海洋学担当次官補

Francis S. Johnson

に行われるように努力することを約束する。

（相互協議）

9. (1) 本計画に関する相互の関心事項は、東京大学海洋研究所の代表者と米国国立科学財団との代表者により、必要に応じて検討するものとする。

(2) 東京大学海洋研究所の代表者と米国国立科学財団の代表者とは、毎年一回、両者の合意した時期に、財政上の問題及び前年度の研究実績の学術的・技術的成果ならびに次年度の計画等についての年次検討会議を開催するものとする。

更に本覚書の条項及び条件並びに相互の関心事項を検討するため、いずれか一方の提案にもとづき会議を開催するものとする。

（本覚書の細目）

10. 本覚書に規定されていない細目については、東京大学海洋研究所と米国国立科学財団との間で、別に定めるものとする。

（本覚書の効力）

11. (1) 本覚書は、一九八一年十月一日から効力を生じるものとする。

(2) 本覚書は、一方より他方に対し、少なくとも二月前に通告されることによつて効力を失うものとする。

洋学研究所へ速やかに提供するよう特に努めるものとする。

（報告書配布と利用）

7.

(1) 米国国立科学財団は、第一次報告書、若しくは同様な報告書を各一〇〇部ずつ、また標本記載原簿を適当な部数、作成され次第速やかに東京大学海洋研究所へ提供するものとする。

(2) 日本側は米国国立科学財団に対し、著作物使用料を支払うことなく、また、別途同意を得ることなく、米国国立科学財団が、東京大学海洋研究所へ配布してきた本計画に関する第一次報告書若しくは同様な報告書の全部又は一部を日本語に翻訳し、かつ、日本国内で出版することができる。

(3) 東京大学海洋研究所は、本計画により収集、配布された柱状試料標本及び資料に基づき書かれた日本の報告書を可能な限り、米国国立科学財団に提供するものとする。

東京大学海洋研究所が著作権を有する本計画に関する報告書の全部又は一部の米国内における英語への翻訳及び出版については、米国側は著作物使用料を東京大学海洋研究所に対して支払うことなく、また別途同意を得ることなく、自由に行い得るものとする。

（米国国立科学財団の便宜供与）

8

米国国立科学財団は、本計画へ参加する人員、機器、物品等の米国への出入に関する査証及びその他の公文書の発給については、関係方面の協力を得て、できる限り速やか

19-198 O - 86 - 11

に召集される会議に出席する研究者に係る米国内の旅費及び滞在費もスクリップス海洋学研究所が負担する。

右に掲げるものの他は、東京大学海洋研究所が負担するものとする。

（掘削海域の選定）

5. (1) 掘削船の航海海域を選定するに当たつて、日本人科学者の意見が十分反映されるよう考慮する。

(2) 東京大学海洋研究所は、掘削地点の選定を促進するため、地球物理学的調査を可能な限り日本船により実施するよう努力するものとする。

これら地球物理学的調査は、東京大学海洋研究所とスクリップス海洋学研究所との間で協議するものとする。

（科学データの提供）

6. (1) 米国国立科学財団は、東京大学海洋研究所が他の参加国と等しく、本計画により収集された柱状試料標本及び資料を速やかに入手できることを保証する。

(2) 東京大学海洋研究所は、本計画に参加する日本の科学者が本計画により収集された柱状試料標本及び資料を用いて行う研究活動を調整するものとする。

(3) 東京大学海洋研究所は、柱状試料標本及び資料の分析により得られた科学データを、国際深海掘削計画の第一次報告書若しくは同様な報告書の準備のため、スクリップス海

として、すぐれた日本人を推薦するものとする。また、スクリップス海洋学研究所に対して掘削技術チームに参加する技術者としてすぐれた日本人を推薦するものとする。

(3) 東京大学海洋研究所は、掘削船グローマー・チャレンジャー号の行う航海のいくつかについて、日本の科学者を共同主席研究員として、乗船させるようスクリップス海洋学研究所に提案することができる。

(4) 乗船中の健康保険、災害保険及び損害賠償責任保険に関する問題は、東京大学海洋研究所と米国国立科学財団の間で別に定めるものとする。

1

(経費負担区分)

本計画のため派遣された日本人に係る経費のうち、次に掲げるものは、海洋学研究機関協会(JOI/INC)、又は、スクリップス海洋学研究所が左記の通り負担するものとする。

(1) 科学諮問機構の理事会、計画委員会及びパネルの会合に委員又はその代理として東京大学海洋研究所が派遣した者の米国内の旅費及び滞在費は海洋学研究機関協会が負担する。

(2) 掘削船グローマー・チャレンジャー号、あるいは、同様の目的を遂行するために使用される他の掘削船に乗船する研究者及び掘削技術者に係る乗船中の滞在費はスクリップス海洋学研究所が負担する

(3) 掘削船帰港後、暫定的に準備される第一次報告書若しくは同様な報告書の編集のため

（科学的諮問機構）

2. 東京大学海洋研究所の代表者は、米国国立科学財団とカリフォルニア大学との契約に基づき本計画を実施するスクリップス海洋学研究所に対して、科学的な助言を与えるために設けられた科学諮問機構の理事会のおよびとなる。また、東京大学海洋研究所の代表者は、同機構の計画および会及びパネルのおよびとして、適当な日本人科学者を推薦するものとする。

本機構のすべてのおよびは、理事会、計画および会及びパネルの会議において、同等の発言権を有する。

（船上科学チームへの参加）

3. (1) スクリップス海洋学研究所は、掘削船に乗船する科学チームの編成及び構成メンバーを各航海ごとに決定する権限を有する。米国国立科学財団は、スクリップス海洋学研究所が、掘削船グローマー・チャレンジャー号、あるいは同様の目的を遂行するために用いられる他の掘削船の収容力及び、米国以外の参加国に対する平等な取扱いを考慮し、各航海ごとに日本人科学者を、平均一名ないし二名乗船させることを保証する。更に米国国立科学財団は日本人科学者にとつて特に科学的関心が高い航海には、二名以上の乗船が適当であることを認める。

(2) 東京大学海洋研究所は、スクリップス海洋学研究所に対して、掘削船に乗船する科学者

国際深海掘削計画への日本の協力・参加に関する
東京大学海洋研究所と米国国立科学財団との覚書

東京大学海洋研究所と米国国立科学財団は、以下に述べる条件及び作業計画に基づいて、米国国立科学財団の行う国際深海掘削計画を協力して実施することに同意する。

（日本の参加と分担金）

(1) 東京大学海洋研究所は、掘削船グローマー・チャレンジャー号を使用する国際深海掘削計画に、一九八〇年十月一日から二年間、参加することに同意する。東京大学海洋研究所は、参加のための分担金として総額一二五万USドルを米国国立科学財団へ、予算の範囲内で、支払うものとする。ただし、一九八〇年十月一日から一九八一年三月三十一日迄の分担金としては、一二五万USドルの十二分の六を支払うものとする。

(2) 日本及び他の本計画参加国の合意に基づく掘削活動終了予定期日以前に本計画の掘削活動が中断された場合には、米国国立科学財団は、本覚書が対象とする日本の分担金を当該掘削中断期間一ケ月当り、一〇四、一六七USドルの率で減額し、東京大学海洋研究所に返還する。

(3) 本計画のために払い込まれた全参加国の分担金は、すべて本計画を実施する経費に当てるため統合され、支出される。

BRAZIL

Trade: Hides and Leather Products

Record of discussion signed at Brasilia August 13, 1980;
Entered into force October 1, 1980.

RECORD OF DISCUSSION BETWEEN REPRESENTATIVES OF THE GOVERNMENTS OF BRAZIL AND THE UNITED STATES OF AMERICA IN BRASILIA, ON AUGUST 11/12, 1980, IN THE COURSE OF THE VII TH SESSION OF THE SUB-GROUP ON TRADE, CONCERNING SALTED CATTLE HIDES AND MANUFACTURED LEATHER PRODUCTS

In the interest of promoting the stability of the world market in cattle hides, leather and manufactured leather products, the delegations of Brazil and the United States to the VIIth Session of the Consultative Sub-Group on Trade, arrived at the draft agreement described below. This agreement is subject to formal approval of the respective Governments through the exchange of letters advising one another of their acceptance of the agreement.[1] The draft agreement reads as follows:

"1. The present agreement will enter into force no later than October 1, 1980, and will expire, unless extended by both Governments, on October 1, 1981. Discussions will resume prior to October 1, 1981.

2. While this agreement is in force, Brazil will apply a reduction of 50 percent in the 36 percent F.O.B. export tax established by Resolution No. 611, of April 29, 1980, of the Central Bank of Brazil.

3. The United States Government recognizes the importance of Brazil's steps towards liberalizing its exports of salted cattle hides and the need for Brazil to improve its exports of manufactured leather products to the United States and other importing countries. The United States Government also notes that parts of its manufactured leather sector is economically sensitive to imports and reaffirms its commitment to avoid surges in imports of non-rubber footwear.

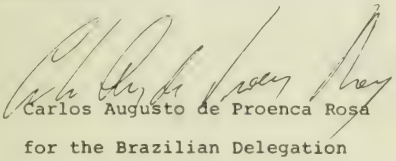
[1] Aug. 30 and Sept. 23, 1980.

4. The Government of Brazil states that the measure mentioned in paragraph 2 above is conditional to the United States not imposing additional restrictions on imports of manufactured leather products from Brazil during that period.

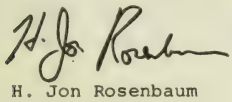
5. The Government of the United States takes note of the Brazilian decision with respect to the liberalization of exports of salted cattle hides and will avoid, within its existing legal authority, the imposition of any such additional restrictions, in the interest of preserving the present agreement. The Government of the United States Delegation agrees that should unexpected developments force a change in the United States positions on the imports of manufactured leather products from Brazil, the Brazilian decision with respect to the liberalization of exports of salted cattle hides would accordingly be reviewed.

6. Either Government will give prompt consideration to a request for consultations concerning the operation or effect of this agreement and such consultations will be held as soon as possible but no later than 15 (fifteen) days after such a request has been made.

7. This agreement is subject to termination, in whole or in part, upon notice.



a) Carlos Augusto de Proenca Rosa
for the Brazilian Delegation



a) H. Jon Rosenbaum
for the United States Delegation

Date: August 13, 1980

HAITI

Disaster Assistance: Privileges and Immunities for Military Personnel

Agreement effected by exchange of notes
Signed at Port-au-Prince August 19 and 21, 1980;
Entered into force August 21, 1980.

The American Chargé d'Affaires ad interim to the Haitian Secretary of State for Foreign Affairs

No. 201 PORT-AU-PRINCE, *August 19, 1980*

EXCELLENCY:

I have the honor to inform Your Excellency that in order to have the clearest possible mutual understanding about the status of United States personnel who are or may be assigned temporarily to Haiti, my Government has asked that I confirm with your Government that the personnel of the United States Department of Defense temporarily in Haiti for the purpose of survey and relief operations be accorded the same privileges and immunities as those accorded to the administrative and technical staff of the United States diplomatic mission in Haiti.

If the above understanding is acceptable to the Government of Haiti, I have the honor to propose that this letter and your reply shall constitute an agreement between our two governments.

Accept, Excellency, the renewed assurances of my highest consideration.

ALF E. BERGESEN
Chargé d'Affaires ad interim

His Excellency
GEORGES SALOMON
Secretary of State for Foreign Affairs
Port-au-Prince

The Haitian Secretary of State for Foreign Affairs to the American Chargé d'Affaires ad interim

Département des Affaires Etrangères

République d'Haïti

PR/A-6/INT: 1445

Port-au-Prince, le 21 Août 1980

Monsieur le Chargé d'Affaires,

En réponse à votre lettre No 201 du 19 Août 1980, j'ai l'avantage de porter à votre connaissance que le Gouvernement Haitien accorde volontiers les mêmes privilèges et immunités aux membres de l'équipe d'urgence déléguée par le Département d'Etat des Etats-Unis d'Amérique qu'au personnel technique et administratif de la Mission diplomatique américaine en Haiti.

En conséquence votre lettre et la présente réponse constituent un accord entre les deux Gouvernements.

Je saisis cette occasion pour vous renouveler, Monsieur le Chargé d'Affaires, les assurances de ma parfaite considération.

Georges SALOMON
Secrétaire d'Etat

Monsieur Alf E. HERGESEN
Chargé d'Affaires a.i.
des Etats-Unis d'Amérique

TRANSLATION

Republic of Haiti

Department of Foreign Affairs
No. PR/A-6/INT: 1445 Port-au-Prince, August 21, 1980

Sir:

In reply to your letter No. 201 of August 19, 1980, I have the honor to inform you that the Government of Haiti is pleased to accord the same privileges and immunities to members of the emergency task force of the United States Department of State as those accorded to the administrative and technical staff of the United States diplomatic mission in Haiti.

Therefore, your letter and this reply shall constitute an agreement between our two governments.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Georges Salomon

Georges Salomon
Secretary of State

Mr. Alf E. Bergesen,
Charge d'Affaires ad interim,
Embassy of the United States of America.

FEDERAL REPUBLIC OF GERMANY

Energy: Coal Liquefaction (SRC–II)

Agreement signed at Washington October 5, 1979;
Entered into force October 5, 1979.
And protocol signed at Washington July 31, 1980;
Entered into force July 31, 1980.

Agreement
between
The Department of Energy of the United States of America
and
The Federal Minister for Research and Technology
of the Federal Republic of Germany
on
Cooperation in Coal Liquefaction
Using the SRC-II-Process

The Department of Energy of the United States of America (DOE), and the Federal Minister for Research and Technology of the Federal Republic of Germany (BMFT), (hereinafter referred to as the Parties);

Whereas DOE has entered into a contract (DEAC-05-ORO-3055), formerly contract number ET-78-C-01-3055, including any superseding contract (hereinafter referred to as the "SRC-II Prime Contract") with The Pittsburg and Midway Coal Mining Co., a wholly-owned subsidiary of Gulf Oil Corporation (hereinafter referred to as the "Prime Contractor") for a multiphase project for the design, construction and operation of a nominal 6000 ton/day demonstration module of a full-scale commercial plant for the production of liquid solvent refined coal products, using the SRC-II process proven successful in the United States Government-owned "Tacoma Pilot Plant", and supporting activities (hereinafter called the "SRC-II Project");

Whereas, the Parties entered into a "Memorandum of Understanding between the United States Department of Energy and the Federal Ministry for Research and Technology of the Federal Republic of Germany on Cooperation in Coal Liquefaction" (hereinafter referred to as the "MOU") of October 25, 1978,[1] agreeing to cooperation in the SRC-II Project;

Whereas, the MOU detailed cooperation only for Phase 0 of the SRC-II Project and provided for a completion date of April 30, 1979, and required an additional agreement for Phases I, II and III of the SRC-II Project;

Whereas, the SRC Cooperative Arrangement shall be comprised of development of SRC-II technology as undertaken to date by the United States Government, Gulf Oil Corporation, The Pittsburg and Midway Coal Mining Co., Ruhrkohle AG and Steag AG funded by BMFT, and the activities included in Phases 0, I, II and III of the SRC-II Project (hereinafter referred to as the "SRC Cooperative Arrangement");

Whereas, it is envisaged for DOE to replace the Prime Contractor with a U.S. joint venture company of U.S. and FRG industry or otherwise to ensure that BMFT obtains the benefits for FRG industry intended under this agreement;

Whereas, it is envisaged to replace the existing SRC-II Prime Contract by a cost-sharing agreement between DOE and the Prime Contractor;

Therefore, the Parties agree to cooperate as follows:

[1] Not printed.

ARTICLE 1

Subject

1. The Parties agree in signing this Agreement to cooperate in Phases I, II and III of the SRC-II Project, which phases cover detail/final design (Phase I), procurement and construction (Phase II) and operation and evaluation (Phase III) of a nominal 6000 ton/day demonstration module.

2. All undertakings of the MOU shall continue under its provisions until such time as Phase I has begun or upon signature of this Agreement, whichever is later. After notification and explanation to the Steering Committee as established under Article 2 of this Agreement, DOE shall set the time of initiation of Phase I. No later than six months after initiation of Phase I, the Steering Committee shall adopt by unanimity a DOE prepared "Reference Baseline Project Control Document" (hereinafter referred to as the "Baseline Document" which shall be periodically updated) which among other matters shall set forth the estimated costs for the SRC-II Project incurred after October 1, 1979, and the technical basis, overall schedule and key decision points for Phases I, II and III of the SRC-II Project. In addition, the Steering Committee shall receive prior notification of a list of major subcontracts set forth in the Baseline Document. In any event, subcontracts shall be entered into in accordance with the terms and conditions of the SRC-II Prime Contract.

3. In the event the Steering Committee is unable to adopt the Baseline Document by unanimity within six months after intiation of Phase I, this Agreement shall be null and void unless the Parties agree otherwise.

Immediately upon adoption of the Baseline Document, the provisions thereof shall be applicable to Phases I, II and III.

4. Nothing in this Agreement shall conflict with the existing SRC-II Prime Contract. It shall be DOE's responsibility to negotiate the cost-sharing arrangement pursuant to Paragraph 4 of Article 4 and any other superseding contract consistent with this Agreement.

ARTICLE 2

Steering Committee

1. With the initiation of Phase I, the Steering Committee, consisting of two (2) designated representatives of each Party, shall provide direction for the SRC-II Project as set forth in this Article. Each Party shall also designate alternate representatives who shall serve as members of the Steering Committee should the designated representatives be unable to do so. Each Party shall inform the other Party in writing of all designations under this paragraph. One of the representatives of DOE shall act as Chairman of the Steering Committee.

2. The Steering Committee shall meet in regular session in the United States on a date mutually agreed upon when the Chairman so notifies all the members in writing, but at least twice a year. In addition, a special meeting shall be convened upon the request of a Party.

3. The Steering Committee shall review the progress of the work undertaken. Any Party to the Steering Committee may make, at any time, recommendations regarding options for the SRC-II Project which would result in a change to the Baseline Document. Such recommendations shall be discussed by the Steering Committee for adoption.

4. The Steering Committee shall adopt by unanimity any significant changes to or key decisions in the Baseline Document. The definition of the terms "significant" and "key decisions" shall be established no later than the date of adoption of the Baseline Document and shall be included therein.

5. The Steering Committee shall guide and direct the Joint Project Management Team which it shall designate. The Joint Project Management Team shall be comprised of two (2) designated representatives of each Party. This team shall monitor the ongoing activities of the Prime Contractor of the SRC-II Project and apprise the Steering Committee, by means of monthly written reports, on the activities of the SRC-II Project and of any problems or issues needing the attention of the Steering Committee. These monthly reports shall not be further disseminated without a program and patent review by DOE and the Prime Contractor and shall be appropriately marked to protect any confidential information in the custody and control of the Prime Contractor in accordance with the terms and conditions of the SRC-II Prime Contract.

6. The Steering Committee may, from time-to-time, appoint special ad hoc groups to review for the Steering Committee actions on technical, financial, operational and other problems. Any reports generated shall not be further disseminated without a program and patent review by DOE and the Prime Contractor and shall be appropriately marked to protect any confidential information in the custody and control of the Prime Contractor in accordance with the terms and conditions of the SRC-II Prime Contract.

7. Aside from the undertakings of the Steering Committee as stated above, responsibility and control for the SRC-II Prime Contract shall be exercised by DOE. All legal and technical acts required to implement the Project in accordance with the Baseline Document, this Agreement, the SRC-II Prime Contract, significant changes to the Baseline Document, and all applicable laws, regulations, and licensing requirements, shall be performed by DOE.

8. The above Steering Committee structure and procedures shall be modified by mutual agreement of the Parties to accommodate additional parties as anticipated by Article 6 hereof.

ARTICLE 3

Information and Staff Assignment

1. BMFT shall receive for any and all uses copies of the various technical and management reports which are generated by the Prime Contractor and

delivered to DOE under the SRC-II Prime Contract, the reports having appropriate restrictions as to further dissemination until necessary DOE and Prime Contractor program and patent reviews have been completed.

2. BMFT shall have the right to assign, in proportion to its financial contribution as set forth in Article 4, staff selected by BMFT from a German industrial consortium subject to reaching satisfactory arrangements between BMFT's industrial designees and the Prime Contractor, working in coal liquefaction, to the SRC-II Project for the purpose of directly contributing work to the SRC-II Project. The staff assigned will be financed from the budget of the SRC-II Project. Details as regards each such assignment including costs shall be pursuant to the aforementioned arrangements. In addition, BMFT is permitted to nominate, subject to reaching satisfactory arrangements with the Prime Contractor, a mutually agreed upon number of observers at no cost to DOE or to the Prime Contractor. Such participation shall not affect the responsibilities of the Prime Contractor for the SRC-II Project. It is understood that the observers shall be permitted to make written reports to BMFT with a copy contemporaneously being provided to DOE. However, such reports must bear a restrictive designation limiting their use for evaluation purposes only within BMFT and its designee. Further dissemination shall not take place without a program and patent review by DOE and the Prime Contractor.

3. BMFT for itself and its representatives shall assume obligations with regard to the reports stated in this Article and paragraphs 5 and 6 of Article 2 which are necessary to protect the confidential information in

the custody and control of the Prime Contractor in accordance with the terms and conditions of the SRC-II Prime Contract. The result of the preliminary program and patent review by DOE and the Prime Contractor shall be communicated to BMFT within four weeks of the date of transmittal of the reports to BMFT. Specific guidelines covering the dissemination of information and access to the SRC-II locations shall be developed by an exchange of letters between the Parties.

4. In the event this Agreement becomes null and void pursuant to Article 4, paragraph 3, all technical and management reports received under paragraph 1, above, which have been provided to BMFT and which have not had the restrictive designation removed shall be returned to DOE.

ARTICLE 4

Finance

1. BMFT shall provide a financial contribution of twenty-five percent of the cost of the SRC-II Project as set forth in the Baseline Document. This contribution also covers a contribution of German industry in the envisaged cost-sharing agreement as mutually agreed between DOE and the Prime Contractor pursuant to paragraph 4 below. Detailed procedures and schedule for transferring such funds shall be set forth in an Annex hereto contemporaneously with the adoption of the Baseline Document.

2. Significant changes to the costs of the SRC-II Project shall require ammendment by unanimity of the Baseline Document pursuant to paragraph 4

of Article 2. Upon the date of signature of an agreement pursuant to paragraph 2 of Article 7, BMFT shall provide to DOE beginning upon the date of signature of an agreement pursuant to paragraph 2 of Article 7 financial contributions in the amount and as scheduled in the Baseline Document and in accordance with procedures to be identified by DOE prior to the first payment. The Steering Committee shall adjust the amount of the financial contribution to take account of any changes in cost levels, if any, so as to ensure that the adjusted financial contribution represents a realistic assessment of the funds needed for the purposes of the activities specified in the Baseline Document. If there are significant changes in costs, the Steering Committee shall consider whether to adjust the technical scope of the Baseline Document.

3. In the event the intellectual property rights are not equitably apportioned within the time frame as provided in paragraph 3 of Article 7, this Agreement shall be null and void. In the event of such an occurrence or in the event the Steering Committee is unable to adopt the Baseline Document (cf. Article 1 paragraph 3) BMFT shall make payments to DOE only to cover the costs associated with the assignment of personnel.

4. If DOE enters into a cost-sharing arrangement with the Prime Contractor in the United States to obtain funds for the SRC-II Project, such a cost-sharing arrangement shall be negotiated separately by DOE with the Prime Contractor in fulfillment of the Prime Contractor's contractual obligation to propose a cost-sharing arrangement.

5. Participation of each Party in the SRC-II Project shall be subject to the appropriation of funds by the appropriate authority.

ARTICLE 5

Delegation

Kernforschungsanlage Julich GmbH (KFA) has been delegated by BMFT to be its representative in the implementation of this Agreement and as such shall be subject to the provisions of this Agreement.

ARTICLE 6

Addition of Parties

A national government desiring to become a Party to this Agreement after the date of its entry into force may become a Party to this Agreement if the Parties so agree. It shall assume appropriate rights and obligations of a Party including a commitment to provide a financial contribution of twenty-five percent of the cost of the SRC-II Project. The addition of a Party or Parties to this Agreement shall not otherwise affect the rights and obligations of the other Parties under this Agreement.

ARTICLE 7

Intellectual Property

1. The current situation as regards the patent rights outside of the United States of America, based on inventions made in the course of the SRC-II Prime Contract, is that such rights have been accorded to the Prime Contractor in accordance with the terms of the existing SRC-II Prime Contract and other contracts between the U.S. Government and the Gulf Oil Corporation. The existing SRC-II Prime Contract provides that such rights shall continue if the Prime Contractor and DOE enter into a cost sharing arrangement as envisioned in paragraph 4 of Article 4 hereof.

2. It is understood that the SRC Cooperative Arrangement intellectual property rights outside the United States of America shall be equitably apportioned in accordance with contributions and obligations undertaken with regard to the SRC-II Project. It is further understood that the equitable apportionment of such intellectual property rights shall be achieved in appropriate cost-sharing agreements or other agreements between the Parties, the Prime Contractor and/or any other entity contributing to the SRC-II Project.

3. It is expected that agreement with respect to such equitable apportionment shall take place well in advance of the start of construction but no later than 6 months after the initiation of Phase I.

ARTICLE 8

Legal Requirements

1. Cooperation under this Agreement shall be in accordance with the laws, regulations and license requirements of the respective countries of the Parties.

2. Solicitations for the provision of major components shall be issued by the Prime Contractor to suppliers in the countries of all the Parties, and responses to solicitations by firms of non-United States Parties shall be judged on an equal basis with United States firms in accordance with normal subcontracting procedures for DOE-funded projects. An advance listing of and a schedule for major component solicitations shall be provided to BMFT; BMFT may provide to the Prime Contractor a list of proposed subcontractors for the subcontract competition in each case. Upon request, DOE shall provide to BMFT a copy of the Prime Contractor's recommendations (excluding confidential information) relating to the award of subcontracts requiring DOE consent along with DOE's letter of consent.

3. An option for a share of the product from the operation of the SRC plant up to 25 percent shall be made available to BMFT. If BMFT chooses to exercise the option, conditions of the transfer of and payment for the product shall be negotiated between DOE and BMFT.

4. All questions related to this Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 9

Amendments

This Agreement may be amended in writing at any time by mutual agreement of the Parties. Such an amendment may be necessary to take into account the final terms of a cost-sharing plan between DOE and the Prime Contractor or to take into account any addition of parties pursuant to Article 6. Such amendments shall come into force in a manner determined mutually by the Parties.

ARTICLE 10

Participation in Returns

If in the course of product sales or sale of the plant itself or liquidation of the assets there are net proceeds remaining with the SRC-II Project in accordance with U.S. laws and regulations BMFT shall receive a 25 percent share of such net proceeds.

ARTICLE 11

Deposition

A copy of this Agreement shall be deposited with the Executive Director of the International Energy Agency, in recognition of that Agency's interest in international cooperation in research and development in the field of coal technology.

ARTICLE 12

Application to Berlin

This Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of entry into force of this Agreement.

ARTICLE 13

Duration

This Agreement shall enter into force on the date of signature and remain in force until the completion of the SRC-II Project as set forth in the Baseline Document.

Done at Washington, D.C. on October 5, 1979 in the English and German languages, each text being equally authentic.

C W Duncan Jr. [1]
For the Department of Energy of the United States of America

Volker Hauff [2]
The Federal Minister for Research and Technology of the Federal Republic of Germany

[1] C. W. Duncan, Jr.
[2] Volker Hauff.

Abkommen

zwischen

dem Bundesminister für Forschung und Technologie

der Bundesrepublik Deutschland

und

dem Energieministerium der Vereinigten Staaten von Amerika

über

Zusammenarbeit bei der Kohleverflüssigung

mit dem SRC-II-Verfahren

Der Bundesminister für Forschung und Technologie der Bundesrepublik Deutschland (BMFT) und das Energieministerium der Vereinigten Staaten von Amerika (DOE) (im folgenden als die Vertragsparteien bezeichnet);

In Anbetracht dessen, daß das DOE einen Vertrag (DEAC-05-ORO-3055, frühere Vertragsnummer ET-78-C-01-3055, einschließlich jedes abändernden Vertrages (im folgenden als "SRC-II-Hauptvertrag" bezeichnet) mit The Pittsburgh and Midway Coal Mining Co., einer Tochtergesellschaft im Alleineigentum der Gulf Oil Corporation (im folgenden als "Hauptauftragnehmer"

bezeichnet), über ein Mehrphasenprojekt für die Planung, den Bau und Betrieb eines Demonstrationsmoduls mit einer Nennkapazität von 6 000 t/Tag für eine kommerzielle Anlage in großtechnischem Maßstab zur Herstellung verflüssigter Kohleprodukte mittels des in der im Besitz der Regierung der Vereinigten Staaten befindlichen "Tacoma-Pilotanlage" bewährten SRC-II-Verfahrens, und für flankierende Aktivitäten eingegangen ist (im folgenden als "SRC-II-Projekt" bezeichnet);

In Anbetracht dessen, daß die Vertragsparteien am 25. Oktober 1978 eine "Vereinbarung zwischen dem Energieministerium der Vereinigten Staaten von Amerika und dem Bundesministerium für Forschung und Technologie der Bundesrepublik Deutschland über Zusammenarbeit bei der Kohleverflüssigung" (im folgenden als "MOU" bezeichnet) trafen und darin eine Zusammenarbeit beim SRC-II-Projekt vereinbarten;

In Anbetracht dessen, daß das MOU nur die Zusammenarbeit in der Phase O des SRC-II-Projekts detailliert regelte und den 30. April 1979 als Datum der Beendigung vorsah sowie ein Zusatzabkommen für die Phasen I, II und III des SRC-II-Projekts verlangte;

In Anbetracht dessen, daß die SRC-Vereinbarung über Zusammenarbeit die Entwicklung der SRC-II-Technologie, wie sie bisher von der Regierung der Vereinigten Staaten, der Gulf Oil Corporation, The Pittsburgh and Midway Coal Mining Co. und mit Unterstützung des BMFT von der Ruhrkohle AG und der Steag AG durchgeführt wurde, sowie die Aktivitäten der Phasen O, I, II und III des SRC-II-Projekts umfassen soll (im folgenden als "SRC-Vereinbarung über Zusammenarbeit" bezeichnet);

In Anbetracht dessen, daß das DOE den Hauptauftragnehmer durch eine amerikanische Joint-Venture-Gesellschaft der amerikanischen und deutschen Industrie ersetzen oder in anderer Weise sicherstellen soll, daß das BMFT in den Genuß der mit diesem Abkommen angestrebten Vorteile für die deutsche Industrie kommt;

In Anbetracht dessen, daß der bestehende SRC-II-Hauptvertrag durch ein Kostenteilungsabkommen zwischen dem DOE und dem Hauptauftragnehmer ersetzt werden soll;

Vereinbaren die Vertragsparteien, wie folgt zusammenzuarbeiten:

ARTIKEL 1

Gegenstand

1. Durch die Unterzeichnung dieses Abkommens kommen die Vertragsparteien überein, in den Phasen I, II und III des SRC-II-Projekts zusammenzuarbeiten, welche die detaillierte und endgültige Planung (Phase I), Beschaffung und Bau (Phase II) und Betrieb und Auswertung (Phase III) eines Demonstrationsmoduls mit einer Nennkapazität von 6 000 t/Tag umfassen.

2. Alle Unternehmungen im Rahmen des MOU werden gemäß dessen Bestimmungen bis zum Beginn der Phase I oder bis zur Unterzeichnung des vorliegenden Abkommens fortgeführt, je nachdem, welcher Zeitpunkt später eintritt. Nach Unterrichtung und Erläuterung im Lenkungsausschuß, wie er in Artikel 2 dieses Abkommens vorgesehen ist, bestimmt das DOE den Zeitpunkt der Einleitung der Phase I. Spätestens sechs Monate nach Einleitung der Phase I verabschiedet der Lenkungsausschuß einstimmig ein vom DOE vorbereitetes "Referenz-Grundlagendokument für die Projektkontrolle" (im folgenden als "Grundlagendokument" be-

zeichnet, das regelmäßig fortgeschrieben wird) und das unter anderem die geschätzten Kosten für das SRC-II-Projekt nach dem 1. Oktober 1979, die technische Basis, den Gesamtzeitplan und die wichtigen Entscheidungspunkte für die Phasen I, II und III des SRC-II-Projekts darlegen wird. Außerdem wird dem Lenkungsausschuß im voraus eine Liste der größeren, im Grundlagendokument genannten Unteraufträge zur Kenntnis gebracht. In jedem Falle werden Unteraufträge gemäß den Bedingungen des SRC-II-Hauptvertrags abgeschlossen.

3. Sollte der Lenkungsausschuß nicht in der Lage sein, das Grundlagendokument innerhalb eines Zeitraums von sechs Monaten nach Einleitung der Phase I einstimmig zu verabschieden, ist dieses Abkommen unwirksam und nichtig, sofern die Vertragsparteien nichts anderes beschließen. Unmittelbar nach Verabschiedung des Grundlagendokuments sind dessen Bestimmungen auf die Phasen I, II und III anzuwenden.

4. Keine Bestimmung dieses Abkommens soll mit dem bestehenden SRC-II-Hauptvertrag in Widerspruch stehen. Es obliegt dem DOE, das Kostenteilungsabkommen gemäß Artikel 4, Absatz 4 und abändernde Verträge hierzu so auszuhandeln, daß sie mit diesem Abkommen in Einklang stehen.

ARTIKEL 2

Lenkungsausschuß

1. Vom Beginn der Phase I an übernimmt der aus zwei (2) Vertretern jeder Vertragspartei bestehende Lenkungsausschuß die Leitung des SRC-II-Projekts nach Maßgabe dieses Artikels. Jede Vertragspartei wird Stellvertreter benennen, die als Mitglieder des Lenkungsausschusses handeln, wenn die ernannten Vertreter verhindert sind. Jede Vertragspartei wird die andere

Vertragspartei schriftlich von allen nach diesem Absatz vorgenommenen Benennungen unterrichten. Einer der Vertreter des DOE ist Vorsitzender des Lenkungsausschusses.

2. Der Lenkungsausschuß hält seine ordentlichen Sitzungen in den Vereinigten Staaten an miteinander vereinbarten Terminen ab, von denen der Vorsitzende alle Mitglieder schriftlich benachrichtigt, mindestens jedoch zweimal im Jahr. Außerdem wird eine außerordentliche Sitzung einberufen, wenn eine der beiden Vertragsparteien dies wünscht.

3. Der Lenkungsausschuß überprüft den Fortschritt der durchgeführten Arbeiten. Jede im Lenkungsausschuß vertretene Vertragspartei kann jederzeit Empfehlungen in Bezug auf Optionen für das SRC-II-Projekt aussprechen, die eine Änderung des Grundlagendokuments zur Folge hätten. Derartige Änderungen werden vom Lenkungsausschuß im Hinblick auf eine Verabschiedung erörtert.

4. Der Lenkungsausschuß entscheidet über alle wesentlichen Änderungen des Grundlagendokuments und über die darin aufgeführten wichtigen Entscheidungspunkte einstimmig. Eine Definition der Begriffe "wesentlich" und "wichtiger Entscheidungspunkt" wird spätestens zum Zeitpunkt der Verabschiedung des Grundlagendokuments erfolgen und in dieses aufgenommen werden.

5. Der Lenkungsausschuß leitet die von ihm zu ernennende Gemeinsame Projektleitungsgruppe an und gibt ihr Anweisungen. Die Gemeinsame Projektleitungsgruppe besteht aus zwei (2) Vertretern jeder Vertragspartei. Die Projektleitungsgruppe überwacht die laufenden Arbeiten des Hauptauftragnehmers des SRC-II-Projekts und unterrichtet den Lenkungsausschuß in schriftlichen Monatsberichten über die Arbeiten am SRC-II-Projekt sowie über Probleme oder Fragen, die vom Lenkungsausschuß behandelt werden müssen. Diese monatlichen Berichte werden nicht ohne eine Programm- und Patentüberprüfung durch das

DOE und den Hauptauftragnehmer weiterverbreitet und werden entsprechend gekennzeichnet, um im Besitz und unter der Kontrolle des Hauptauftragnehmers befindliche vertrauliche Kenntnisse gemäß den Bedingungen des SRC-II-Hauptvertrages zu schützen.

6. Der Lenkungsausschuß kann von Zeit zu Zeit besondere ad-hoc-Ausschüsse einsetzen, um für den Lenkungsausschuß das Vorgehen bei technischen, finanziellen, betrieblichen und anderen Problemen zu prüfen. Erstellte Berichte werden nicht ohne eine Programm- und Patentüberprüfung durch das DOE und den Hauptauftragnehmer weiterverbreitet und werden entsprechend gekennzeichnet, um im Besitz und unter der Kontrolle des Hauptauftragnehmers befindliche vertrauliche Kenntnisse gemäß den Bedingungen des SRC-II-Hauptvertrages zu schützen.

7. Abgesehen von den vorstehend genannten Aufgaben des Lenkungsausschusses liegen Verantwortlichkeit für und Kontrolle über den SRC-II-Hauptvertrag beim DOE. Alle rechtlichen und technischen Maßnahmen, die zur Durchführung des Projekts in Übereinstimmung mit dem Grundlagendokument, dem vorliegenden Abkommen, dem SRC-II-Hauptvertrag, wesentlichen Änderungen des Grundlagenkokuments sowie mit allen anwendbaren Gesetzen, Verordnungen und Genehmigungsauflagen erforderlich sind, werden vom DOE vorgenommen.

8. Die obengenannten Strukturen und Verfahren des Lenkungsausschusses werden durch gegenseitige Vereinbarung der Vertragsparteien geändert, um weiteren Vertragsparteien, wie in Artikel 6 vorgesehen, Rechnung zu tragen.

19-198 O - 86 - 12

ARTIKEL 3

Information und Personalabordnung

1. Der BMFT erhält zur beliebigen Verwendung Kopien der verschiedenen Berichte über technische Fragen und die Projektdurchführung, die der Hauptauftragnehmer erstellt und dem DOE gemäß dem SRC-II-Hauptvertrag vorlegt, wobei die Berichte angemessenen Beschränkungen hinsichtlich ihrer Weiterverbreitung unterliegen, bis die erforderliche Programm- und Patentüberprüfung durch DOE und den Hauptauftragnehmer abgeschlossen ist.

2. Der BMFT hat das Recht, im Verhältnis zu seinem in Artikel 4 festgesetzten finanziellen Beitrag Personal für das SRC-II-Projekt mit dem Ziel der direkten Mitarbeit am SRC-II-Projekt abzuordnen, wobei der BMFT das Personal vorbehaltlich zufriedenstellender Absprachen zwischen den vom BMFT bezeichneten Industriefirmen und dem Hauptauftragnehmer aus einem Konsortium deutscher Firmen auswählt, die auf dem Gebiet der Kohleverflüssigung arbeiten. Das abgeordnete Personal wird aus dem Etat des SRC-II-Projekts bezahlt. Einzelheiten hinsichtlich jeder derartigen Abordnung einschließlich der Kosten werden im Rahmen der zuvor genannten Absprachen geregelt. Außerdem darf der BMFT vorbehaltlich zufriedenstellender Absprachen mit dem Hauptauftragnehmer eine gegenseitig vereinbarte Anzahl von Beobachtern benennen, ohne daß dadurch dem DOE oder dem Hauptauftragnehmer Kosten entstehen. Eine solche Teilnahme berührt die Verantwortlichkeit des Hauptauftragnehmers für das SRC-II-Projekt nicht. Es gilt als vereinbart, daß die Beobachter die Erlaubnis zur Erstellung schriftlicher Berichte für den BMFT haben, deren Kopien gleichzeitig dem DOE vorgelegt werden. Diese Berichte müssen jedoch einen Sperrvermerk dahingehend tragen, daß ihre Verwendung auf die Auswertung durch den BMFT und seinen Beauftragten beschränkt bleibt. Eine Weiterverbreitung soll nicht ohne Programm- und Patentüberprüfung durch das DOE und den Hauptauftragnehmer erfolgen.

3. Der BMFT übernimmt für sich und seine Vertreter Verpflichtungen hinsichtlich der in diesem Artikel sowie in Artikel 2, Absatz 5 und 6 genannten Berichte, die zum Schutz der im Besitz und unter der Kontrolle des Hauptauftragnehmers befindlichen vertraulichen Informationen gemäß den Bedingungen des SRC-II-Hauptvertrages erforderlich sind. Das Ergebnis der vorläufigen Programm- und Patentüberprüfung durch das DOE und den Hauptauftragnehmer ist dem BMFT innerhalb von vier Wochen nach Übersendung der Berichte an den BMFT mitzuteilen. Besondere Richtlinien für die Verbreitung von Informationen und den Zugang zu den SRC-II-Standorten werden durch Briefwechsel zwischen den Vertragsparteien geschaffen.

4. Sollte das vorliegende Abkommen gemäß Artikel 4, Absatz 3 unwirksam und nichtig werden, sind alle gemäß Absatz 1 eingegangenen Berichte über technische Fragen und die Projektdurchführung, die dem BMFT zur Verfügung gestellt wurden und deren Sperrvermerke nicht aufgehoben wurden, an das DOE zurückzugeben.

ARTIKEL 4

Finanzen

1. Der BMFT leistet einen finanziellen Beitrag in Höhe von fünfundzwanzig Prozent der Kosten des SRC-II-Projekts, wie im Grundlagendokument ausgewiesen. Dieser Beitrag schließt einen Beitrag der deutschen Industrie im Rahmen des geplanten Kostenteilungsabkommens ein, wie es gemäß Absatz 4 zwischen dem DOE und dem Hauptauftragnehmer vereinbart wird. Einzelheiten des Verfahrens und des Zeitplans für die Überweisung dieser Mittel werden gleichzeitig mit der Verabschiedung des Grundlagendokuments in einer Anlage hierzu festgelegt.

2. Wesentliche Änderungen der Kosten des SRC-II-Projekts setzen eine einstimmige Änderung des Grundlagendokuments gemäß Artikel 2, Absatz 4 voraus. Beginnend mit dem Datum der Unterzeichnung eines Abkommens gemäß Artikel 7, Absatz 2 sind vom BMFT an das DOE finanzielle Beiträge, deren Höhe und Fälligkeitstermine im Grundlagendokument festgelegt sind, in der vom DOE vor der ersten Zahlung anzugebenden Weise zu leisten. Der Lenkungsausschuß gleicht die Höhe des finanziellen Beitrags etwaigen Änderungen im Kostenumfang an, um zu gewährleisten, daß der angeglichene finanzielle Beitrag eine realistische Veranschlagung der Mittel darstellt, die für die im Grundlagendokument aufgeführten Arbeiten benötigt werden. Sollten sich wesentliche Kostenänderungen ergeben, ist vom Lenkungsausschuß zu erwägen, ob der technische Umfang des Grundlagendokuments angepaßt werden soll.

3. Sollten die das geistige Eigentum betreffenden Rechte nicht innerhalb des in Artikel 7, Absatz 3 vorgesehenen Zeitrahmens gerecht verteilt sein, ist dieses Abkommen unwirksam und nichtig. Ist dies der Fall oder sollte der Lenkungsausschuß nicht in der Lage sein, das Grundlagendokument zu verabschieden (vgl. Artikel 1, Absatz 3), ersetzt der BMFT dem DOE lediglich die in Zusammenhang mit der Abordnung von Personal entstandenen Kosten.

4. Wenn das DOE zur Beschaffung von Mitteln für das SRC-II-Projekt mit dem Hauptauftragnehmer in den Vereinigten Staaten ein Kostenteilungsabkommen eingeht, ist ein derartiges Kostenteilungsabkommen vom DOE getrennt mit dem Hauptauftragnehmer in Erfüllung der vertraglichen Verpflichtung des Hauptauftragnehmers, ein Kostenteilungsabkommen vorzuschlagen, zu verhandeln.

5. Die Beteiligung jeder Vertragspartei am SRC-II-Projekt erfolgt vorbehaltlich der Bewilligung von Haushaltsmitteln durch die zuständige Stelle.

ARTIKEL 5

Bevollmächtigung

Die Kernforschungsanlage Jülich GmbH (KFA) ist vom BMFT als sein Vertreter für die Durchführung des vorliegenden Abkommens bevollmächtigt worden und unterliegt als solcher den Bestimmungen dieses Abkommens.

ARITKEL 6

Beitritt weiterer Vertragsparteien

Eine nationale Regierung, die dem vorliegenden Abkommen nach seinem Inkrafttreten beitreten möchte, kann Partei dieses Abkommens werden, wenn die Vertragsparteien dem zustimmen. Sie übernimmt die entsprechenden Rechte und Pflichten einer Vertragspartei einschließlich der Verpflichtung, einen finanziellen Beitrag von fünfundzwanzig Prozent der Kosten des SRC-II-Projekts zu leisten. Der Beitritt einer oder mehrerer Parteien zu diesem Abkommen berührt im übrigen nicht die Rechte und Pflichten der anderen Vertragsparteien dieses Abkommens.

ARTIKEL 7

Geistiges Eigentum

1. Nach der gegenwärtigen Lage sind die Patentrechte außerhalb der Vereinigten Staaten von Amerika auf der Grundlage von Erfindungen, die während der Laufzeit des SRC-II-Hauptvertrages gemacht wurden, dem Hauptauftragnehmer gemäß den Bestimmungen des bestehenden SRC-II-Hauptvertrages und anderer zwischen der amerikanischen Regierung und der Gulf Oil Corporation bestehender Verträge eingeräumt.

Der bestehende SRC-II-Hauptvertrag sieht vor, daß diese Rechte fortbestehen, wenn der Hauptauftragnehmer und das DOE ein Kostenteilungsabkommen, wie in Artikel 4, Absatz 4 dieses Abkommens vorgesehen, eingehen.

2. Es gilt als vereinbart, daß die Rechte am geistigen Eigentum im Rahmen der SRC-Vereinbarung über Zusammenarbeit außerhalb der Vereinigten Staaten von Amerika entsprechend den Beiträgen und Verpflichtungen hinsichtlich des SRC-II-Projekts gerecht verteilt werden. Es gilt ferner als vereinbart, daß die gerechte Verteilung der Rechte am geistigen Eigentum durch geeignete Kostenteilungsabkommen oder andere Abkommen zwischen den Vertragsparteien, dem Hauptauftragnehmer und/oder anderen zum SRC-II-Projekt beitragenden Institutionen vorgenommen wird.

3. Es wird erwartet, daß eine Einigung hinsichtlich einer solchen gerechten Verteilung rechtzeitig vor Baubeginn, spätestens jedoch 6 Monate nach der Einleitung der Phase I erzielt wird.

ARTIKEL 8

Rechtliche Voraussetzungen

1. Die Zusammenarbeit im Rahmen dieses Abkommens wird in Übereinstimmung mit den Gesetzen, Verordnungen und Genehmigungsauflagen der jeweiligen Länder der Vertragsparteien erfolgen.

2. Ausschreibungen für größere Komponenten sind vom Hauptauftragnehmer an Zulieferer in den Ländern aller Vertragsparteien zu richten, und Angebote von Firmen nicht-amerikanischer Vertragsparteien werden nach denselben Voraussetzungen wie diejenigen amerikanischer Firmen beurteilt, gemäß den normalen Verfahren für die Vergabe von Unteraufträgen für DOE-geförder-

te Projekte. Dem BMFT sind im voraus eine Liste und ein Terminplan für Ausschreibungen größerer Komponenten zu übersenden; der BMFT kann dem Hauptauftragnehmer jeweils ein Verzeichnis von vorgeschlagenen Unterauftragnehmern für die Ausschreibung von Unteraufträgen vorlegen. Auf Anfrage übersendet das DOE dem BMFT eine Kopie der Empfehlungen des Hauptauftragnehmers (unter Weglassung vertraulicher Informationen), die sich auf die Vergabe von Unteraufträgen beziehen, die der Zustimmung des DOE bedürfen, sowie eine Kopie des zustimmenden Schreibens von DOE.

3. Dem BMFT wird eine Option für einen Anteil von bis zu fünfundzwanzig Prozent am Produkt aus dem Betrieb der SRC-Anlage eingeräumt. Wenn der BMFT diese Option ausübt, werden die Bedingungen für Transfer und Bezahlung des Produkts zwischen dem DOE und dem BMFT verhandelt.

4. Alle das vorliegende Abkommen betreffenden Fragen, die sich während seiner Geltungsdauer ergeben, sind von den Vertragsparteien in gegenseitigem Einvernehmen zu klären.

ARTIKEL 9

Änderungen

Das vorliegende Abkommen kann von den Vertragsparteien jederzeit in gegenseitigem Einvernehmen schriftlich abgeändert werden. Eine derartige Änderung kann erforderlich werden, um den endgültigen Bedingungen eines Kostenteilungsabkommens zwischen dem DOE und dem Hauptauftragnehmer oder einem Beitritt weiterer Vertragsparteien gemäß Artikel 6 Rechnung zu tragen. Solche Änderungen sollen in einer von den Vertragsparteien gemeinsam beschlossenen Art und Weise in Kraft treten.

ARTIKEL 10

Beteiligung am Ertrag

Sollten sich aus dem Verkauf von Produkten oder der Veräußerung der Anlage selbst oder der Liquidierung der Vermögenswerte für das SRC-II-Projekt nach amerikanischen Gesetzen und Verordnungen verbleibende Nettoerträge ergeben, erhält der BMFT einen Anteil an diesen Nettoerträgen in Höhe von fünfundzwanzig Prozent.

ARTIKEL 11

Hinterlegung

Eine Kopie des vorliegenden Abkommens wird im Hinblick auf das Interesse der Internationalen Energie-Agentur an der internationalen Zusammenarbeit in Forschung und Entwicklung auf dem Gebiet der Kohletechnologie beim Exekutivdirektor der Internationalen Energie-Agentur hinterlegt.

ARTIKEL 12

Berlinklausel

Dieses Abkommen gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten des Abkommens eine gegenteilige Erklärung abgibt.

ARTIKEL 13

Geltungsdauer

Dieses Abkommen tritt am Tage seiner Unterzeichnung in Kraft und bleibt bis zum Abschluß des SRC-II-Projekts, wie im Grundlagendokument festgelegt, in Kraft.

Geschehen zu Washington am 05. Oktober 1979

in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Der Bundesminister für
Forschung und Technologie der
Bundesrepublik Deutschland

Für das United States
Department of Energy

PROTOCOL

BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE FEDERAL MINISTER FOR RESEARCH AND TECHNOLOGY
OF THE FEDERAL REPUBLIC OF GERMANY

WHEREAS, the Department of Energy of the United States of America (hereinafter referred to as "DOE") and the Federal Minister for Research and Technology of the Federal Republic of Germany (hereinafter referred to as "BMFT") on October 5, 1979, entered into an Agreement of Cooperation in Coal Liquefaction Using the SRC-II Process;

WHEREAS, DOE has entered into a contract (DEAC-05-ORO-3055), formerly contract number ET-78-C-01-3055, including any superseding contract with The Pittsburg and Midway Coal Mining Co., a wholly owned subsidiary of Gulf Oil Corporation (hereinafter referred to as the "Prime Contractor") for a multiphase project for the design, construction and operation of a nominal 6000 ton-per-day demonstration module of a full-scale commercial plant for the production of liquid solvent refined coal products, using the SRC-II process proven successful in the United States Government-owned "Tacoma Pilot Plant," and supporting activities (hereinafter referred to as the "SRC-II Project");

THEREFORE, the Government of the United States of America and BMFT (hereinafter referred to as the "Parties") recognize the following:

ARTICLE 1

The Parties reaffirm their belief that cooperation in the SRC-II Project is of mutual advantage in developing this energy resource to assist in meeting the energy needs of the future.

ARTICLE 2

In the aforementioned Agreement addition of parties to the SRC-II Project was comtemplated. The Parties welcome the addition of the Government of Japan as a party to the SRC-II Project with the aim to enhance the further development, demonstration and utilization of the SRC-II process.

Done at Washington, D.C. the 31st day of July, 1980 in duplicate.

[1]
For the Government of
the United States of America

[2]
For the Federal Minister for
Research and Technology of
the Federal Republic of
Germany

[1] Jimmy Carter.
[2] Peter Hermes.

PORTUGAL

Fisheries off the United States Coasts

Agreement signed at Washington October 16, 1980;
Entered into force March 4, 1981.
With agreed minutes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF PORTUGAL
CONCERNING FISHERIES OFF THE COASTS
OF THE UNITED STATES

The Government of the United States of America and the Government of Portugal,

Considering their common concern for the rational management, conservation and optimum utilization of fish stocks off the coasts of the United States;

Acknowledging the fishery management authority of the United States as set forth in the Fishery Conservation and Management Act of 1976;[1]

Having regard for the discussions of the Third United Nations Conference on the Law of the Sea regarding coastal state rights over fisheries off its coasts; and

Desirous of establishing reasonable terms and conditions pertaining to fisheries of mutual concern over which the United States exercises fishery management authority;

Have agreed as follows:

ARTICLE I

The purpose of this Agreement is to insure effective conservation, optimum utilization and rational management of the fisheries of mutual interest off the coasts of the United States and to establish a common understanding of the principles and procedures under which fishing may be

[1] 90 Stat. 331; 16 U.S.C. § 1801.

conducted by nationals and vessels of Portugal for the living resources over which the United States exercises fishery management authority as provided by United States law.

ARTICLE II

As used in this Agreement, the term

1. "living resources over which the United States exercises fishery management authority" means all fish within the fishery conservation zone of the United States, except highly migratory species, all anadromous species of fish that spawn in the fresh or estuarine waters of the United States and migrate to ocean waters, and all living resources of the continental shelf appertaining to the United States;

2. "fish" means all finfish, molluscs, crustaceans, and other forms of marine animal and plant life, other than marine mammals, birds and highly migratory species;

3. "fishery" means

a. one or more stocks of fish that can be treated as a unit for purposes of conservation and management and that are identified on the basis of geographical, scientific, technical, recreational and economic characteristics; and

b. any fishing for such stocks;

4. "fishery conservation zone" means a zone contiguous to the territorial sea of the United States, the seaward boundary of which is a line drawn in such a manner that each point on it is 200 nautical miles from the baseline from which the breadth of the territorial sea of the United States is measured;

5. "fishing means

a. the catching, taking or harvesting of fish;

b. the attempted catching, taking or harvesting of fish;

c. any other activity that can reasonably be expected to result in the catching, taking or harvesting of fish;

d. any operations at sea directly in support of, or in preparation for, any activity described in subparagraphs a. through c. above, provided that such term does not include other legitimate uses of the high seas, including any scientific research activity conducted by a scientific vessel;

6. "fishing vessel" means any vessel, boat, ship, or other craft that is used for, equipped to be used for, or of a type that is normally used for

a. fishing; or

b. aiding or assisting one or more vessels at sea in the performance of any activity relating to fishing, including preparation, supply, storage, refrigeration, transportation or processing;

7. "highly migratory species" means species of tuna which in the course of their life cycle, spawn and migrate over great distances in waters of the ocean; and

8. "marine mammal" means any mammal that is morphologically adapted to the marine environment, including sea otters and members of the orders Sirenia, Pinnipedia, and Cetacea, or primarily inhabits the marine environment such as polar bears.

ARTICLE III

1. Subject to the terms of this Agreement, the Government of the United States is willing to allow access for fishing vessels of Portugal to harvest, in accordance with terms and conditions to be established in permits issued under Article VI, an allocation of that portion of the total allowable catch for a specific fishery that will not be harvested by United States fishing vessels.

2. The Government of the United States shall determine each year, subject to such adjustments as may be necessitated by unforeseen circumstances affecting the stocks,

a. the total allowable catch for each fishery on the basis of the best available scientific evidence, taking into account the interdependence of stocks, internationally accepted criteria, and all other relevant factors;

b. the harvesting capacity of United States fishing vessels in respect of each fishery;

c. the portion of the total allowable catch for a specific fishery that, on an annual basis, will not be harvested by United States fishing vessels; and

d. the allocation of such portion that can be made available to qualifying fishing vessels of Portugal.

3. In implementation of paragraph 2.d. of this Article, the United States shall determine each year the measures necessary to prevent overfishing while achieving, on a continuing basis, the optimum yield from each fishery. Such measures may include, inter alia:

a. designated areas where, and periods when, fishing shall be permitted, limited, or conducted only by specified types of fishing vessels or with specified types and quantities of fishing gear;

b. limitations on the catch of fish based on area, species, size, number, weight, sex, incidental catch, total biomass or other factors;

c. limitations on the number and types of fishing vessels that may engage in fishing and/or on the number of days each vessel of the total fleet may engage in a designated area for a specified fishery;

d. requirements as to the types of gear that may, or may not, be employed; and

e. requirements designed to facilitate enforcement of such conditions and restrictions, including the maintenance of appropriate position-fixing and identification equipment.

4. The Government of the United States shall notify the Government of Portugal of the determinations provided for by this Article on a timely basis.

ARTICLE IV

In determining the portion of the surplus that may be made available to vessels of Portugal, the Government of the United States will promote the objective of optimum utilization

of the living resources, taking into account, inter alia, traditional fishing, if any, contribution to fishery research and the identification of stocks, previous cooperation with respect to conservation and management of fishery resources of mutual concern, cooperation in enhancing trade and trade opportunities for United States fisheries products, other cooperation in enhancing development of the United States fishing industry, including joint venture arrangements, and such other matters as are deemed appropriate.

ARTICLE V

The Government of Portugal shall undertake to improve and increase fisheries trade opportunities in Portugal for the United States fishing industry by taking measures to facilitate access of United States fishery products into Portugal, by providing information concerning technical and administrative requirements, and such other actions as may be necessary and appropriate.

ARTICLE VI

The Government of Portugal shall take all necessary measures to insure:

1. that nationals and vessels of Portugal refrain from fishing for living resources over which the United States exercises fishery management authority except as authorized pursuant to this Agreement;

2. that all such vessels so authorized comply with the provisions of permits issued pursuant to this Agreement and applicable laws of the United States; and

3. that the total allocation referred to in Article III, paragraph 2.d. of this Agreement is not exceeded for any fishery.

ARTICLE VII

The Government of Portugal shall submit an application to the Government of the United States for a permit for each fishing vessel of Portugal that wishes to engage in fishing in the fishery conservation zone pursuant to this Agreement. Such application shall be prepared and processed in accordance with Annex I, which constitutes an integral part of this Agreement. The Government of the United States may require the payment of reasonable fees for such permits and for fishing in the United States fisheries zone.

ARTICLE VIII

The Government of Portugal has and shall continue to prohibit nationals and vessels of Portugal from harassing, hunting, capturing or killing, or attempting to harass, hunt, capture or kill, any marine mammal within the United States fishery conservation zone, except as may be otherwise

provided by an international agreement respecting marine mammals to which the United States is a party, or in accordance with specific authorization for and controls on incidental taking of marine mammals established by the Government of the United States.

ARTICLE IX

The Government of Portugal shall ensure that in the conduct of the fisheries under this Agreement:

1. the authorizing permit for each vessel of Portugal is prominently displayed in the wheelhouse of such vessel;

2. appropriate position-fixing and identification equipment, as determined by the Government of the United States, is installed and maintained in working order on each vessel;

3. designated United States observers are permitted to board, upon request, any such fishing vessel, and shall be accorded the equivalent rank of ship's officer while aboard such vessel, and, further, the Government of the United States shall be reimbursed for the costs incurred in the utilization of observers;

4. agents are appointed and maintained within the United States possessing the authority to receive and respond to any legal process issued in the United States with respect to a vessel owner or operator for any cause

arising out of the conduct of fishing activities under this Agreement; and

5. all necessary measures are taken to insure the prompt and adequate compensation of United States citizens for any loss, or damage to, their fishing vessels, fishing gear or catch that is caused by any fishing vessel of Portugal as determined by applicable United States procedures.

ARTICLE X

The Government of Portugal shall take all appropriate measures to the extent permissible under its national laws to ensure that each vessel of Portugal authorized to fish pursuant to this Agreement, and any other Portuguese fisning vessel that engages in fishing for living resources subject to the fishery management authority of the United States, shall allow and assist the boarding and inspection of such vessel by any duly authorized enforcement officer of the United States, and shall cooperate in such enforcement action as may be undertaken pursuant to the laws of the United States.

ARTICLE XI

1. The Government of the United States will impose appropriate penalties, in accordance with the laws of the United States, on vessels of Portugal or their owners or operators, that violate the requirements of this Agreement or of any permit issued hereunder.

2. Arrested vessels and their crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court.

3. In cases of seizure and arrest of a vessel of Portugal by the authorities of the Government of the United States, notification shall be given promptly through diplomatic channels informing the Government of Portugal of the action taken and of any penalties subsequently imposed.

ARTICLE XII

The Government of the United States undertakes to authorize fishing vessels of Portugal allowed to fish pursuant to this Agreement to enter United States ports in accordance with United States laws, for the purpose of purchasing bait, supplies, or outfits, or effecting repairs, or for such other purposes as may be authorized.

ARTICLE XIII

1. The Governments of the United States and Portugal shall cooperate according to their capabilities in the conduct of scientific research required for the purpose of managing and conserving living resources subject to the fishery management authority of the United States, including the compilation of the best available scientific information for management and conservation of stocks of mutual interest.

2. Competent agencies of the two Governments shall agree on an annual research plan through correspondence or meetings as appropriate, and may modify it from time to time by mutual agreement. The agreed annual research plans may include, but are not limited to, the exchange of information and scientists, regularly scheduled meetings between scientists to prepare research plans and review progress, and jointly conducted research projects.

3. The conduct of agreed research during regular commercial fishing operations on board a fishing vessel of Portugal in the United States fishery conservation zone shall not be deemed to change the character of the vessel's activities from fishing to scientific research. Therefore, it will still be necessary to obtain a permit for the vessel in accordance with Article VI.

4. The Government of Portugal shall cooperate with the Government of the United States in the implementation of procedures for collecting and reporting biostatistical information and fisheries data, including catch and effort statistics, in accordance with the procedures in Annex II, which constitutes an integral part of this Agreement.

ARTICLE XIV

Should the Government of the United States indicate to the Government of Portugal that nationals and vessels of the United States wish to engage in fishing in the fishery conservation zone of Portugal, or its equivalent, the Government of Portugal will allow such fishing on the basis of reciprocity and on terms not more restrictive than those established in accordance with this Agreement.

ARTICLE XV

Nothing contained in the present Agreement shall affect or prejudice in any manner the positions of either Government with respect to the extent of internal waters, or the territorial sea, or the high seas, or coastal state jurisdiction or authority for any purpose other than the conservation and management of fisheries as provided for in this Agreement.

ARTICLE XVI

1. This Agreement shall enter into force on a date to be mutually agreed by exchange of notes, [1] upon the completion of internal procedures of both Governments and shall remain in force for five years, unless extended by exchange of notes between the Parties. Notwithstanding the foregoing, either Party may terminate this Agreement after giving notice of such termination one year in advance.

2. This Agreement shall be subject to review by the two Governments two years after its entry into force or upon the conclusion of a multilateral treaty resulting from the Third United Nations Conference on the Law of the Sea.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

DONE at Washington, October 16, 1980, in English, the Portuguese text to be agreed upon and signed at a later date, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

W D Busby [2]

FOR THE GOVERNMENT OF PORTUGAL:

Albuquerque [3]

[1] Mar. 4, 1981.
[2] M. D. Busby.
[3] Joao de Albuquerque.

ANNEX I

Application and Permit Procedures

The following procedures shall govern the application for and issuance of annual permits authorizing vessels of Portugal to engage in fishing for living resources over which the United States exercises fishery management authority:

1. The Government of Portugal may submit an application to the competent authorities of the United States for each fishing vessel of Portugal that wishes to engage in fishing pursuant to this Agreement. Such application shall be made on forms provided by the Government of the United States for that purpose.

2. Any such application shall specify

a. the name and official number or other identification of each fishing vessel for which a permit is sought, together with the name and address of the owner and operator thereof;

b. the tonnage, capacity, speed, processing equipment, type and quantity of fishing gear, and such other information relating to the fishing characteristics of the vessel as may be requested;

c. a specification of each fishery in which each vessel wishes to fish;

d. the amount of fish or tonnage of catch by species contemplated for each vessel during the time such permit is in force;

e. the ocean area in which, and the season or period during which, such fishing would be conducted; and

f. such other relevant information as may be requested, including desired transshipping areas.

3. The Government of the United States shall review each application, shall determine what conditions and restrictions related to fishery management and conservation may be needed, and what fee will be required. The Government of the United States shall inform the Government of Portugal of such determinations.

4. The Government of Portugal shall thereupon notify the Government of the United States of their acceptance or rejection of such conditions and restrictions and, in the case of a rejection, of their objections thereto.

5. Upon acceptance of the conditions and restrictions by the Government of Portugal and the payment of any fees, the Government of the United States shall approve the application and issue a permit for each Portuguese fishing vessel, which fishing vessel shall thereupon be authorized to fish in accordance with this Agreement and the terms and conditions set forth in the permit. Such permits shall be issued for a specific vessel and shall not be transferred.

6. In the event the Government of Portugal notifies the Government of the United States of their objections to specific conditions and restrictions, the two sides may consult with respect thereto and the Government of Portugal may thereupon submit a revised application.

7. The procedures in this Annex may be amended by agreement through an exchange of notes between the two Governments.

ANNEX II

Data Collection and Reporting Requirements
for Portuguese Vessels

The reporting procedures described below are designed to contribute to continuing needs for assessment of the status of stocks. However, specific needs may develop from time to time which require a change in standard procedures, or additional data for special studies. Also, the pattern of fisheries will change. These aspects require that the procedures for reporting must be flexible enough to accommodate necessary changes. Therefore, the United States will develop procedures for reporting and recording statistical information, including catch and effort information, and shall make available to authorities of the Government of Portugal the procedures and the forms for reporting such statistical information. The procedures will be announced and forms for reporting will be made available in sufficient time to allow compliance.

All data referred to in this annex shall be reported to the designated representative of the National Marine Fisheries Service.

1. Procedures for Scientific Samples from Atlantic Fisheries:

a. Length-age composition samples

(1) Samples will be taken separately for each gear type (e.g., bottom trawl, pelagic trawl, purse seine) and water layer (e.g., on the bottom, midwater level) combination every month for which fishing is pursued by 30-minute square areas throughout the agreement region. One sample will be taken for every 1,000 tons or fraction thereof within the above categories.

(2) Data to be recorded for each sample:

Vessel classification
Method of fishing, e.g., pelagic
Specific type of trawl, including reference to its construction or actual scale drawing
Mesh sizes
Tonnage of the species sampled in the trawl haul
Total weight of the fish sampled
Time of day and duration of haul
Date
Latitude and Longitude of haul

(3) Sampling procedures

(a) Species for which the catch is sorted

(i) From a single net haul take 4 random aliquots of approximately 50 fish each. (For species with less than 200 fish in a single trawl haul accumulate samples over trawl hauls until approximately 200 fish are taken.)

(ii) Measure fork length for each fish to nearest cm, except for herring where the measurement will be the total length to the nearest cm below. Where other measurement systems are used, appropriate conversion information must be supplied.

(iii) Take a subsample of one fish from each cm interval and remove scales and otoliths as appropriate. Record the sex of mature individuals.

(b) Species for which catch is not sorted

(i) From a single trawl take 2 random aliquots of approximately 30 kilos each.

(ii) Sort to individual species (for "river herring" this means sorting to alewife Alosa pseudoharengus and blueback A. aestivalis).

(iii) Measure fork length for each fish to nearest cm, except for herring where the measurement will be the total length to the nearest cm below. Where other measurement systems are used, appropriate conversion information must be supplied.

19-198 O - 86 - 13

(iv) Take a subsample of one fish from each cm interval and remove scales and otoliths as appropriate. Record the sex of mature individuals.

(c) Length-weight samples

Individuals of one sample of each principal species of fish (e.g., expected yearly catch in area of agreement of 500 or more tons), per Northwest Atlantic Fisheries Organization (NAFO) Division per month, will be weighed in grams and measured in millimeters. Each sample will contain 10 fish per centimeter interval. The length range of fish may be accumulated if necessary from small samples taken over several catches and days. With small fish, where weighing at sea of individuals is not accurate, appropriate numbers of fish of the same length class shall be weighed in aggregate. Sex shall be recorded for mature individuals.

The collection of samples specified above shall be annotated in fishing log books.

2. Applicable data collection and reporting requirements for fisheries in areas other than the Atlantic will be provided as necessary by the United States.

3. The procedures in this Annex may be amended by agreement through an exchange of notes between the two Parties.

ACORDO ENTRE O GOVERNO DE PORTUGAL
E O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA
RESPEITANTE A PESCARIAS AO LARGO DAS COSTAS
DOS ESTADOS UNIDOS DA AMÉRICA

O Governo de Portugal e o Governo dos Estados Unidos da América,

Considerando a sua preocupação comum pela gestão racional, conservação e utilização óptima dos "stoks" de peixe existentes ao largo das costas dos Estados Unidos;

Reconhecendo a autoridade dos Estados Unidos sobre a gestão das pescarias, conforme estabelecido na Lei da Conservação e Gestão das Pescarias (Fishery Conservation and Management Act) de 1976;

Tendo em atenção as discussões da Terceira Conferência do Direito do Mar relativas aos direitos dos estados costeiros sobre as pescarias ao largo das suas costas; e

Desejosos de estabelecerem termos e condições razoáveis relativos às pescarias de interesse mútuo sujeitas à autoridade de gestão dos Estados Unidos;

Acordaram no seguinte:

ARTIGO I

Este Acordo tem por finalidade assegurar a conservação efectiva, a utilização óptima e a gestão racional das pescarias de interesse mútuo ao largo das costas dos Estados Unidos e estabelecer um entendimento comum sobre os princípios e procedimentos pelos quais cidadãos e navios portugueses podem conduzir operações de pesca de recursos vivos sobre os quais os Estados Unidos têm autoridade de gestão conforme o estipulado por lei dos Estados Unidos.

ARTIGO II

Os termos a seguir indicados e utilizados neste Acordo

1. "recursos vivos sobre os quais os Estados Unidos exercem autoridade de gestão das pescarias" significa todos os peixes existentes dentro da zona de conservação das pescarias dos Estados Unidos, com excepção das espécies altamente migratórias,

todas as espécies de peixes anádromos que desovam em águas doces ou estuarinas dos Estados Unidos e migram para o alto mar e todos os recursos vivos da plataforma continental dos Estado Unidos;

2. "peixe" significa todos os peixes de escama, moluscos, crustáceos e outras formas de vida marinha animal e vegetal com excepção de mamíferos marinhos, aves e espécies altamente migratórias;

3. "pescaria" significa

a. um ou mais "stocks" de peixe que podem ser tratados como uma unidade para fins de conservação e gestão e que são identificados com base em características geográficas, científicas, técnicas, recreativas e económicas; e

b. o exercício da pesca em tais "stocks"

4. "zona de conservação das pescarias" significa uma zona contígua ao mar territorial dos Estados Unidos, cuja fronteira marítima é uma linha traçada de tal forma que cada ponto nela situado se encontra a uma distância de 200 milhas marítimas das linhas de base a partir das quais é medida a largura do mar territorial dos Estados Unidos;

5. "pesca" significa

a. a captura, embarque ou recolha de peixe;

b. a tentativa de capturar, embarcar ou recolher peixe;

c. qualquer outra actividade que possa razoavelmente resultar na captura, embarque ou recolha de peixe;

d. quaisquer operações no mar de apoio directo ou de preparativo de apoio a qualquer das actividades descritas nas alíneas a. a c., acima indicadas, desde que tal termo não inclua outros usos legítimos do alto mar incluindo qualquer actividade de investigação científica levada a efeito por um navio de investigação;

6. "navio de pesca" significa qualquer navio, embarcação ou jangada que seja utilizado para, equipado para ser usado para, ou de um tipo normalmente utilizado para

a. pescar; ou

b. ajudar ou assistir um ou mais navios no mar na execução de qualquer actividade relacionada com a pesca, incluindo preparativos, abastecimento, armazenagem,

refrigeração, transporte ou processamento.

7. "espécies altamente migratórias" significa espécies de tunídeos que no decurso do seu ciclo de vida desovam e migram para grandes distâncias em águas oceanicas; e

8. "mamífero marinho" significa qualquer mamífero morfologicamente adaptado ao ambiente marinho, incluindo lontras marinhas e membros das ordens Sirenia, Pinnipedia e Cetacea ou que primariamente habitam em ambiente marinho tal como os ursos polares

ARTIGO III

1. Dependente dos termos deste Acordo, o Governo dos Estados Unidos está na disposição de permitir o acesso a navios portugueses para pescarem, de acordo com os termos e condições a estabelecer em autorizações a emitir nos termos do Artigo VI, uma porção de captura total permitida duma pescaria específica que não seja capturada por navios de pesca dos Estados Unidos.

2. O Governo dos Estados Unidos determinará, em cada ano, sujeito a ajustamentos que possam vir a ser necessários, por circunstâncias imprevistas que afectem os "stocks";

a. a captura total permitida para cada pescaria com base na melhor evidência científica disponível, tomando em consideração a inter-dependência dos "stocks", os critérios internacionalmente aceites e todos os outros factores relevantes;

b. a capacidade de captura dos navios de pesca dos Estados Unidos relativamente a cada pescaria;

c. a porção da captura total permitida de uma pescaria específica que, numa base anual, não seja capturada pelos navios de pesca dos Estados Unidos; e

d. a atribuição de uma quota dessa porção que fique disponível para navios de pesca portugueses qualificados.

3. Ao pôr em vigor o parágrafo 2.d. deste Artigo, os Estados Unidos determinarão em cada ano, as medidas necessáras para evitar a sobrepesca, realizando-se ao mesmo tempo, numa base contínua, uma captura óptima para cada pescaria. Tais medidas podem incluir, inter alia;

a. áreas e períodos em que a pesca será permitida, limitada ou levada a efeito apenas por determinados ti

pos de navios de pesca ou com tipos específicos e número de equipamentos de pesca;

b. limitações à captura de peixe baseadas na área, nas espécies, no tamanho, nas quantidades,no peso, no sexo, na captura incidental, na biomassa total ou noutros factores;

c. limitações quanto ao número e tipos de navios de pesca que possam tomar parte na pescaria e/ou quanto ao número de dias em que cada navio da frota pode operar numa área designada ou numa pescaria específica;

d. requisitos quanto aos tipos e artes de pesca que possam ou não ser utilizados; e

e. requisitos tendentes a facilitar a fiscalização de tais condições e restrições, incluindo a manutenção de equipamentos de determinação da posição e identificação do navio.

4. O Governo dos Estado Unidos notificará oportunamente o Governo de Portugal sobre as determinações estipuladas neste Artigo.

ARTIGO IV

Ao determinar a porção dos excedentes que possam ficar disponíveis para navios portugueses, o Governo dos Estado Unidos promoverá o objectivo da óptima utilização dos recursos vivos, tomando em linha de conta, inter alia, a pesca tradicional, se a houver, a contribuição para a investigação das pescas e identificação dos "stocks", a cooperação prévia relativamente à conservação e gestão dos recursos pesqueiros de preocupação mútua, a cooperação da intensificação do comércio e de oportunidades comerciais para os produtos da pesca dos Estados Unidos, outra cooperação na melhoria do desenvolvimento da indústria de pesca dos Estado Unidos, incluindo sociedades mistas, e quaisquer outros assuntos julgados apropriados.

ARTIGO V

O Governo de Portugal obriga-se a melhorar e incrementar em Portugal oportunidades comerciais para produtos da pesca provenientes da indústria de pesca dos Estados Unidos, pela adopção de medidas que facilitem a entrada em Portugal de produtos da pesca dos Estados Unidos, através de informações relativas a assuntos técnicos e administrativos e quaisquer outras acções que pos

sam vir a ser necessárias e apropriadas.

ARTIGO VI

O Governo de Portugal tomará todas as medidas necessárias para assegurar:

1. que os cidadãos e os navios de Portugal se abstenham de pescar recursos vivos sobre os quais os Estado Unidos exercem autoridade de gestão das pescarias, excepto como vier a ser autorizado nos termos deste Acordo.

2. que tais navios assim autorizados obedeçam às disposições contidas nas autorizações emitidas nos termos deste Acordo e nas leis aplicáveis dos Estados Unidos; e

3. que a quota total referida no Artigo III,parágrafo 2.d., deste Acordo não seja excedida para qualquer pescaria.

ARTIGO VII

O Governo de Portugal submeterá um pedido ao Governo dos Estados Unidos para obtenção de uma licença para cada um dos navios de pesca portugueses que desejem exercer actividades na zona de conservação das pescarias, nos termos deste Acordo.

Tal pedido será preparado e processado de acordo com o Anexo I, o qual constitui parte integrante deste Acordo.O Governo dos Estados Unidos poderá solicitar o pagamento de taxas razoáveis por tais licenças e pelo exercício da pesca na zona das pescarias dos Estados Unidos.

ARTIGO VIII

O Governo de Portugal tem proíbido e continuará a proibir aos cidadãos e navios portugueses, porem em perigo, caçarem, capturarem ou matarem ou tentarem por em perigo, caçar, capturar ou matar qualquer mamífero dentro da zona de conservação das pescarias dos Estados Unidos, com excepção do que fôr estipulado por acordo internacional respeitante a mamíferos marinhos de que os Estados Unidos sejam parte, ou de acordo com autorização específica para captura de mamíferos marinhos e controle das suas capturas incidentais estabelecidos pelo Governo dos Estados Unidos.

ARTIGO IX

O Governo de Portugal garantirá que na condução das pescas, nos termos deste Acordo:

1. a licença para cada navio português esteja colocada na ponte desse navio em local bem à vista;

2. o equipamento para determinação da posição e identificação do navio, conforme determinado pelo Governo dos Estados Unidos, seja instalado e mantido em boas condições de trabalho, em cada navio;

3. seja permitido a observadores designados dos Estados Unidos entrarem a bordo, após pedido, de qualquer navio de pesca e ser-lhes concedida a categoria equivalente à de oficial enquanto se encontrarem a bordo de tal navio, e, para além disso, o Governo dos Estados Unidos seja reembolsado das despesas feitas com a utilização de observadores.

4. sejam nomeados e mantidos nos Estados Unidos agentes com autoridade para receber e responder por qualquer processo legal levantado nos Estados Unidos relativamente a um armador ou operador, por qualquer motivo proveniente da condução de actividades de pesca nos termos deste Acordo; e

5. serão tomadas todas as medidas necessárias para assegurar a pronta e adequada compensação a cidadãos dos Estados Unidos por qualquer perda ou prejuízo causado aos seus navios de pesca, às artes de pesca ou às capturas por qualquer navio de pesca português conforme determinado pelos procedimentos judiciais aplicáveis dos Estados Unidos.

ARTIGO X

O Governo de Portugal tomará todas as medidas apropriadas, na extensão permitida pelas suas leis nacionais, para assegurar que cada navio português autorizado a pescar nos termos deste Acordo, e qualquer outro navio de pesca português que se ocupe da pesca de recursos vivos sujeitos à autoridade de gestão dos Estados Unidos, permitirá e dará assistência à entrada a bordo e à inspecção de tal navio por qualquer entidade fiscalizadora dos Estados Unidos, devidamente autorizada, e cooperará em tal acção fiscalizadora nos termos das leis dos Estados Unidos.

ARTIGO XI

1. O Governo dos Estado Unidos imporá penalizações apropriadas, de acordo com as leis dos Estados Unidos, aos navios portugueses, aos seus armadores ou operadores que violarem os requisitos deste Acordo ou de qualquer licença emitida com base nele;

2. os navios arrestados e as suas tripulações deverão ser

prontamente libertados e sujeitos ao pagamento de uma caução razoável ou outra fiança, conforme vier a ser decidido em tribunal;

3. nos casos de apreensão e arresto de um navio português pelas autoridades do Governo dos Estados Unidos será prontamente feita uma notificação através dos canais diplomáticos informando o Governo de Portugal da acção tomada e de quaisquer penalidades subsequentemente impostas.

ARTIGO XII

O Governo dos Estados Unidos compromete-se a autorizar os navios de pesça portugueses, licenciados para a pesca nos termos deste Acordo, a entrarem em portos dos Estados Unidos, com o fim de adquirirem isco, mantimentos ou equipamentos, efectuarem reparações ou para quaisquer outros fins que possam ser autorizados.

ARTIGO XIII

1. Os Governos dos Estados Unidos e de Portugal cooperarão, na medida das suas capacidades, na condução da investigação científica necessária à gestão e conservação dos recursos vivos sujeitos à autoridade de gestão das pescarias dos Estados Unidos incluindo a compilação da melhor informação científica disponível para a gestão e conservação dos "stocks" de interesse mútuo.

2. Os departamentos competentes dos dois Governos acordarão no estabelecimento de um plano anual de investigação, por correspondência ou através de reuniões, conforme fôr apropriado, podendo modificá-lo de tempos a tempos por acordo mútuo. Os planos de investigação anual acordados poderão incluir, mas não serão limitados a, troca de informações e de cientístas, reuniões periódicas entre cientístas para prepararem planos de investigação e passarem em revista o progresso feito, e projectos de investigação conjuntos.

3. A condução da investigação acordada durante operações de pesca comercial normais a bordo de um navio de pesca português na zona de conservação das pescarias dos Estado Unidos não alterará o carácter das actividades do navio de deixar de pescar para fazer investigação científica. Consequentemente, continuará a ser necessário obter uma licença de pesca para o navio nos termos do Artigo VI.

4. O Governo de Portugal cooperará com o Governo dos Estados Unidos na implementação de procedimentos para recolha e divulgação de informações bio-estatísticas e dados de pesca, inclindo estatísticos de captura e esforço, de acordo com os procedimentos constantes do Anexo II, que constitui parte integrante deste Acordo.

ARTIGO XIV

Se o Governo dos Estados Unidos vier a indicar ao Governo de Portugal que cidadãos e navios dos Estados Unidos desejam exercer a pesca na zona de conservação das pescarias de Portugal ou sua equivalente, o Goveno de Portugal autorizará tal actividade com base em reciprocidade e em condições não menos restritivas do que as estabelecidas nos termos deste Acordo.

ARTIGO XV

O contido no presente Acordo em nada afectará ou prejudicará de qualquer maneira as posições de qualquer dos Governos em relação à extensão das águas interiores, do mar territorial, do mar alto, da jurisdição ou autoridade do estado costeiro para qualquer fim que não seja o da conservação e gestão das pescarias conforme previsto neste Acordo.

ARTIGO XVI

1. Este Acordo entrará em vigor em data a ser mutuamente acordada por troca de notas, após completados os procedimentos internos de ambos os Governos e manter-se-á por um período de cinco anos, a menos que venha a ser prorrogado por troca de notas entre as duas Partes. Não obstante o adiante mencionado, qualquer das Partes poderá dar por findo este Acordo por notificação com a antecedência de um ano.

2. Este Acordo ficará sujeito a revisão pelos dois Governos dois anos após a sua entrada em vigor ou após conclusão de um tratado multilateral emergente da Terceira Conferência das Nações Unidas sobre o Direito do Mar.

Em testemunho de que, os abaixo assinados, estando devidamente autorizados para tal fim, assinaram este Acordo.

Feito em Washington, aos 16 dias do mês de Outubro de 1980, em Inglês, sendo o texto em Português acordado e assinado em data posterior e ambos os textos igualmente autênticos.

PELO GOVERNO DE
PORTUGAL

PELO GOVERNO DOS
ESTADOS UNIDOS DA AMÉRICA

ANEXO I

PROCEDIMENTOS PARA PEDIDOS E
OBTENÇÃO DE LICENÇAS DE PESCA

Os pedidos e a emissão de licenças anuais autorizando navios portugueses a exercerem a pesca de recursos vivos sobre os quais os Estados Unidos têm autoridade de gestão das pescarias, reger-se-ão pelos procedimentos a seguir indicados:

1. O Governo de Portugal apresentará um pedido às autoridades competentes dos Estados Unidos em relação a cada navio de pesca português que deseje exercer a pesca nos termos deste Acordo. Tal pedido será apresentado em impressos fornecidos para tal fim pelo Governo dos Estados Unidos.

2. Em cada pedido especificar-se-ão:

   a) o nome e número de registo ou outra identificação de cada navio a licenciar, juntamente com o nome e endereço do armador e do operador;

   b) a tonelagem, capacidade, velocidade, equipamento de processamento, tipo e quantidade dos equipamentos de pesca e outras informações relativas às características de pesca do navio que vierem a ser solicitadas;

   c) especificação de cada pescaria em que cada um dos navios deseje pescar;

   d) a quantidade de peixe ou tonelagem de captura, por espécies, planeada para cada navio durante o período de validade da licença;

   e) a área e a estação ou período em que a pesca será levada a efeito; e

   f) outras informações relevantes que possam ser solicitadas, incluindo áreas desejadas para transbordo de peixe.

3. O Governo dos Estados Unidos analisará cada um dos pedidos, determinará quais as condições e restrições relativas à gestão e conservação das pescarias que possam ser necessárias e as taxas a aplicar. O Governo dos Estados Unidos informará o Governo de Portugal de tais determinações.

4. Seguidamente, o Governo de Portugal notificará o Governo dos Estados Unidos da sua aceitação ou rejeição de tais condições e restrições e, no caso de rejeição, das suas objecções a tal respeito.

5. Após aceitação pelo Governo de Portugal das condições e rejeições e do pagamento das taxas devidas, o Governo dos Estados Unidos aprovará o pedido e emitirá uma licença para cada navio de pesca português, o qual ficará, a partir de então, autorizado a pescar nos termos deste Acordo e nos termos e condições indicados na licença. Tais licenças serão emitidas para um navio específico e não serão transferíveis.

6. No caso de o Governo de Portugal notificar o Governo dos Estados Unidos das suas objecções quanto às condições e restrições específicas impostas, ambas as partes podem consultar-se em relação a isso e o Governo de Portugal pode, em seguida, apresentar um novo pedido corrigido.

7. Os procedimentos constantes deste Anexo podem ser emendados por acordo através de troca de notas entre os dois Governos.

ANEXO II

RECOLHA DE DADOS E PRESTAÇÃO DE
INFORMAÇÕES POR NAVIOS PORTUGUESES

Os procedimentos para prestação de informações a seguir descriminadas têm por finalidade contribuir para a necessidade de uma avaliação continuada do estado dos "stocks". Podem, contudo, surgir de tempos a tempos, necessidades específicas, que requeiram uma alteração dos procedimentos padrão, ou dados adicionais para estudos específicos. Também o modelo das pescarias poderá mudar. Estes aspectos requerem que os procedimentos de informação devam ser suficientemente flexíveis para conciliar mudanças necessárias. Em consequência, os Estados Unidos desenvolverão procedimentos para relato e registo de informações estatísticas, incluindo informações sobre captura e esforço de pesca, pondo à disposição do Governo de Portugal os procedimentos e os impressos para relato de tais informações estatísticas. Os procedimentos serão publicados e os impressos de informação ficarão disponíveis com tempo suficiente para permitir uma concordância.

Todos os dados referidos neste anexo serão enviados aos representantes designados do Serviço Nacional de Pescas Marinhas (National Marine Fisheries Service).

1. Procedimentos para amostras científicas das Pescarias do Atlântico:

   a) amostras de composição de comprimento - idade:

      (1) as amostras serão retiradas separadamente por cada tipo de arte de pesca (por exemplo, arrasto de fundo, arrasto pelágico e cerco)e profundidade a que ocorreu a pesca (por exemplo, no fundo e a meias águas), em cada mês no qual a pesca é efectuada, por quadrados de trinta minutos, em toda a região do acordo. Por cada 1.000 toneladas ou fracções, será

retirada uma amostra dentre as categorias acima mencionadas.

(2) dados a registar para cada amostra:

- classificação da embarcação
- métodos de pesca, por exemplo, pelágica
- tipo específico da arte de pesca, incluindo referência à sua construção ou desenho em escala actual
- tamanho das malhas
- tonelagem das espécies amostradas, por lanço
- peso total do peixe amostrado
- hora do dia e duração do lanço
- data
- latitude e longitude do local de lanço

(3) Procedimentos para amostragem

a. Espécies para as quais se faz a separação das capturas

(i) para cada operação de pesca devem ser retiradas quatro amostras ao acaso, todas aproximadamente iguais e com 50 peixes cada (para capturas, de uma dada espécie, com menos de 200 peixes, deverão ser efectuadas amostras de diversos lanços que se irão acumulando até se atingir um número aproximado de duzentos exemplares da espécie em questão).

(ii) medir o comprimento da forquilha da cauda de cada peixe, arredondando para o centímetro mais próximo, excepto para o arenque em que a medida será o total arredondado para o centímetro imediatamente anterior.
Quando forem utilizados outros sistemas de medição deverá ser fornecida informação de conversão apropriada.

(iii) Retirar uma sub-amostra de um peixe por cada cm. de intervalo e remover as escamas e otólitos, como fôr apropriado. Registar o sexo dos indivíduos adultos.

b. Espécies para as quais se não faz separação das capturas

(i) de uma única captura retirar ao acaso 2 amostras do mesmo tamanho e com, aproximadamente, 30 quilos cada

(ii) separar por espécies (para "arenques de rio" isto quer dizer separar as espécies Alosa pseudoharengus e A. aestivalis)

(iii) medir o comprimento da forquilha da cauda de cada peixe para o centímetro mais próximo, excepto para o arenque, em que a medição será o comprimento total para o centímetro imediatamente inferior.
Quando forem utilizados outros sistemas de medição deverá ser fornecida informação de conversão apropriada.

(iv) retirar uma sub-amostra de um peixe por cada cm. de intervalo e remover as escamas e otólitos, conforme apropriado.
Registar o sexo dos indivíduos adultos.

c) Amostras de comprimento-peso.
No que respeita a espécies principais (isto é, cujo volume anual de capturas na área do acordo poderá vir a ser de 500 toneladas ou mais) deverão ser retiradas mensalmente amostras para estudos de comprimento-peso, por Divisão da Organização de Pescarias do Noroeste do Atlântico (NAFO). As amostras deverão conter 10 peixes por cada classe de 1 centímetro de intervalo devendo cada indivíduo ser pesado em gramas e medido em milímetros. A amostra final pode ser constituída por sub-amostras acumuladas que permitam poder dispôr-se de exemplares de todos os tamanhos pescados, desde o menor ao maior. Se fôr necessário, serão retiradas pequenas amostras de várias capturas mesmo de dias diferentes.
No que respeita a peixes de pequenas dimensões, onde a determinação do peso a bordo não é rigo-

rosa, deverá ser pesado um número apropriado de exemplares do mesmo tamanho ao mesmo tempo. Nos exemplares adultos deve ser também observado e registado o respectivo sexo.

O conjunto de amostras acima referido deverá ser registado nos diários de pesca.

2. A recolha de dados e os requisitos de informações, para pescarias em áreas que não sejam as do Atlântico, serão fornecidos, quando necessário, pelos Estados Unidos.

3. Os procedimentos constantes deste Anexo poderão ser emendados por acordo, através de troca de notas entre ambas as Partes.

Agreed Minutes

The representatives of the Government of the United States and the Government of Portugal have agreed to record the following in connection with the Agreement between the Government of the United States of America and the Government of Portugal Concerning Fisheries off the Coast of the United States:

With respect to Article IX, paragraph 5, of the Agreement, the representatives of both Governments noted that the Governments of the United States and Portugal may wish to consider establishing a joint fisheries claim board in the event Portuguese vessels fish in the United States fishery conservation zone pursuant to the Agreement.

With respect to Article XIII, concerning exchanges of scientists, meetings of scientists, or sending of scientists to work on jointly conducted research projects under an agreed annual research plan, the representatives of both Governments noted that the competent agencies of the two Governments may agree that the dispatching party shall cover round trip travel expenses and the receiving party shall bear the expenses of lodging, board and local transportation within its territory and aboard its vessels, when this would be advantageous to the implementation of the agreed activity.

ACTA DO ACORDO

Os representantes dos Governos de Portugal e dos Estados Unidos, relativamente ao Acordo entre os Governos de Portugal e dos Estados Unidos da América sobre Pescarias, ao largo das Costas dos Estados Unidos, acordaram no seguinte:

Relativamente ao parágrafo 5 do Artigo IX do Acordo os representantes de ambos os Governos fizeram notar que os Governos de Portugal e dos Estados Unidos podem desejar tomar em consideração a constituição de uma comissão mista de reclamações de pescarias para o caso de, nos termos do Acordo, haver navios portugueses a pescar na zona de conservação de pescarias dos Estados Unidos.

Relativamente ao Artigo XIII, no que respeita a troca de cientistas, reuniões de cientistas ou envio de cientistas para trabalharem em projectos de investigação conjuntos, com base num plano anual de investigação acordado, os representantes de ambos os Governos fizeram notar que os departamentos competentes dos dois Governos podem acordar em que aquele que envia cientistas pagará as despesas de viagem e aquele que os receber suportará as de alojamento, alimentação e transportes locais, dentro do seu território e a bordo dos seus navios, quando tal fôr vantajoso para a implementação das actividades acordadas.

PEOPLE'S REPUBLIC OF CHINA

Grain Trade

Agreement signed at Beijing October 22, 1980;
Entered into force January 1, 1981.
With exchanges of letters.

AGREEMENT ON GRAIN TRADE

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of the United States of America and the Government of the People's Republic of China;

Acting in the spirit of the Joint Communique on the Establishment of Diplomatic Relations between the Government of the United States of America and the Government of the People's Republic of China and the Agreement on Trade Relations between the Government of the United States of America and the Government of the People's Republic of China;

Recognizing the importance of agricultural trade between our two nations;

Wishing to develop further agricultural trade relations between both countries on the basis of the principle of equality and mutual benefit;

Have agreed as follows:

ARTICLE I

1. The Government of the United States of America agrees to the supply, through normal private commercial organizations, for shipment to the People's Republic of China during each 12 month period beginning

January 1, 1981, except as otherwise provided for in Article II, of a total quantity of at least 6 to 8 million metric tons of United States wheat and corn, of which approximately 15 to 20 percent will be corn.

2. The Government of the People's Republic of China agrees to purchase for shipment during each 12-month period beginning January 1, 1981, except as otherwise provided for in Article II, a total quantity of at least 6 to 8 million metric tons of United States wheat and corn, of which approximately 15 to 20 percent will be corn.

3. Purchases/sales of wheat and corn under this agreement will be made at market prices prevailing at the time of purchase/sale and in accordance with normal commercial terms.

ARTICLE II

1. The Government of the United States of America shall endeavor to assure the availability of wheat and corn supplies through advance planning of production and stockbuilding fully to meet the import requirements of the People's Republic of China under the provisions of this agreement. If by virtue of exceptional circumstances necessitating the application of measures limiting the availability of United States wheat and corn in respect to all foreign purchasers of United States grain, it becomes necessary in a particular year to supply less than the quantities specified in Article I, there shall be prior consultations between the two parties as to the amount of such adjustment.

Any such measure which shall be applied to the exports of United States wheat and corn to the People's Republic of China shall be carried out on a basis no less favorable than to such exports to other foreign purchasers of United States grain.

2. If by virtue of exceptional circumstances making it impossible for the People's Republic of China to accommodate available supplies necessitating the reduction of minimum levels of normal imports from all foreign suppliers it becomes necessary in a particular year to purchase less than the quantities specified in Article I, there shall be prior consultations between the two parties as to the amount of such adjustment. Any such reduction of imports of United States wheat and corn which shall be applied to imports from the United States shall be carried out on a basis no less favorable than to imports from other foreign suppliers.

ARTICLE III

The United States of America expects to supply to the People's Republic of China and encourages the People's Republic of China to meet increased import requirements by purchases of wheat and corn from the United States. Therefore, if during the period that the agreement is in force, the People's Republic of China intends to purchase quantities of United States wheat and corn in excess of the 8 million metric tons specified in Article I by more than 1 million metric tons, there shall be prior notice to the Government of the United States of America. The Government of the United States of America shall promptly inform

the Government of the People's Republic of China of any measures which may affect the availability of supplies of United States wheat and corn for purchase by the People's Republic of China beyond 9 million metric tons. This provision has the general purpose of facilitating the growth of trade through improving the availability of information.

ARTICLE IV

Both sides shall seek to avoid excessive volatility in their grain trade. To this end the Government of the People's Republic of China shall endeavor to space its purchases in the United States of America to enable orderly market adjustment. At the same time the Government of the United States of America shall seek to use its authorities to maintain the stability of United States market conditions for wheat and corn.

ARTICLE V

For the conduct of the consultations provided for in this agreement, the organization with jurisdiction for the Chinese side will be the China National Cereals, Oils and Foodstuffs Import and Export Corporation. For the conduct of the consultations provided for in this agreement, the organization with jurisdiction for the United States side will be the Foreign Agricultural Service of the U. S. Department of Agriculture. Under this Agreement, consultations regarding the conduct of trade and the over-all levels of United States export supply and Chinese import requirements for wheat and corn will be held prior to the beginning of each year covered by the agreement, or when requested by either party.

ARTICLE VI

The Government of the People's Republic of China shall assure that, except as the parties may otherwise agree, the wheat and corn grown in the United States of America and purchased by the China National Cereals, Oils and Foodstuffs Import and Export Corporation under this agreement shall be supplied for consumption in the People's Republic of China.

ARTICLE VII

This agreement shall enter into force on January 1, 1981 and shall remain in force until December 31, 1984 unless both sides agree to an extension.

Done at Beijing this twenty-second day of October, 1980, in duplicate, each copy in the English and Chinese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Leonard Woodcock[1]

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA:

李强[2]

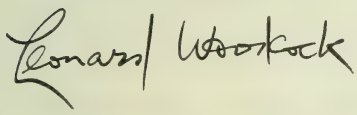
[1] Leonard Woodcock.
[2] Li Qiang.

第 七 条

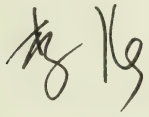
本协议自一九八一年一月一日生效，除非双方同意延长，有效期至一九八四年十二月三十一日为止。

本协议于一九八〇年十月二十二 日在北京签订，一式两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国政府代表



中华人民共和国政府代表



何措施通告中华人民共和国政府。此项规定的宗旨是通过加强沟通情况，便利贸易的增长。

第 四 条

双方应设法避免粮食贸易的过分波动。为此，中华人民共和国政府应努力合理安排在美国的购买，以便于市场有秩序的调节。同时，美利坚合众国政府应努力使用其权威，保持美国小麦和玉米市场的稳定。

第 五 条

为了进行本协议项下的磋商，中国方面的受权机构是中国粮油食品进出口总公司。为了进行本协议项下的磋商，美国方面的受权机构是美国农业部国外农业司。根据本协议，就贸易的进行以及美国供应和中国需要进口的小麦和玉米的总水平进行的磋商，将在本协议有效期内的每年年初以前进行，或者在其中一方所要求的时间进行。

第 六 条

中华人民共和国政府应保证，除非双方另有协议外，由中国粮油食品进出口总公司购买的本协议项下的美利坚合众国生产的小麦和玉米应只供在中华人民共和国消费。

第 二 条

一、美利坚合众国政府应努力按照协议规定，通过预先计划生产和建立库存，保证小麦和玉米的供应，以全部满足中华人民共和国的进口需求。如果由于极其特殊的情况，需要对所有购买美国小麦和玉米的外国买主实行限制措施，有必要在特定的一年减少第一条中所规定的数量时，双方须事先对要调整的数量进行磋商。这种对向中华人民共和国出口的美国小麦和玉米所采取的任何措施，应在不差于其他购买美国粮食的外国买主的基础上进行。

二、如果由于极其特殊的情况，使中华人民共和国不能接纳所供应的数量，需要减少从所有国外供应者正常进口的最低水平，有必要在特定的一年减少第一条中所规定的数量时，双方须事先对要调整的数量进行磋商。这种从美国进口小麦和玉米的任何减少，应以不差于从其他国外供应者的进口减少的基础上进行。

第 三 条

美利坚合众国期望向中华人民共和国供应并鼓励中华人民共和国从美国购买小麦和玉米来满足其增长的进口需要。因此，如果在协议有效期内，中华人民共和国拟超购本协议第一条所规定的八百万公吨的美国小麦和玉米，其超购数量达一百万公吨以上时，应事先通知美利坚合众国政府。美利坚合众国政府应及时将可能影响中华人民共和国拟购买的超出九百万公吨以上的美国小麦和玉米的任

美利坚合众国政府和中华人民共和国政府
粮 食 貿 易 协 議

美利坚合众国政府和中华人民共和国政府按照美利坚合众国政府和中华人民共和国政府建立外交关系的联合公报和美利坚合众国政府和中华人民共和国政府貿易关系协定的精神，意识到两国农产品貿易的重要性，愿意在平等互利的基础上进一步发展两国的农产品貿易关系，达成协议如下：

第 一 条

一、美利坚合众国政府同意，除非根据第二条双方另有协议外，通过正常的私营商业机构，从一九八一年一月一日开始，每十二个月内，向中华人民共和国供应并运输总量至少为六百万至八百万公吨的美国小麦和玉米，其中玉米约占百分之十五至百分之二十。

二、中华人民共和国政府同意，除非根据第二条双方另有协议外，从一九八一年一月一日开始，每十二个月内，购买并运输总量至少为六百万至八百万公吨的美国小麦和玉米，其中玉米约占百分之十五至百分之二十。

三、本协议项下小麦和玉米的购买／销售将按照购买／销售时现行市场价格和正常的商业条件进行。

[EXCHANGES OF LETTERS]

Beijing, People's Republic of China

October 22, 1980

His Excellency Li Qiang
Minister
Ministry of Foreign Trade
Beijing, People's Republic of China

Dear Mr. Minister:

I have the honor to refer to the Agreement on grain trade between the Government of the United States of America and the Government of the People's Republic of China signed today by our two governments. During the course of negotiating this Agreement, both sides discussed questions relating to the nature and availability of agricultural export programs administered by the U.S. Department of Agriculture.

The Government of the United States of America and the Government of the People's Republic of China recognize that export credit can play a constructive role in facilitating trade in agricultural commodities between the two countries. If desired by the Government of the People's Republic of China during the period the Agreement is in force the Government of the United States of America will be prepared to consider credit arrangements, subject to applicable United States laws and regulations, under the programs administered by the U.S. Department of Agriculture on terms no less favorable than those offered to other foreign commercial customers.

With my highest consideration,

Sincerely,

Leonard Woodcock

Leonard Woodcock
Ambassador of the United States of America

Chinese Text of the American Letter

中华人民共和国对外贸易部部长

李强阁下

亲爱的部长先生：

我荣幸地提及今天两国政府签署的美利坚合众国政府和中华人民共和国政府之间的粮食贸易协议。在该协议谈判的过程中，双方就美国农业部主管的农业出口方案的性质及其使用问题，进行了讨论。

美利坚合众国政府和中华人民共和国政府认为出口信贷对促进两国间农产品贸易方面能起建设性作用。如果在协议有效期内，中华人民共和国政府表示愿望，美利坚合众国政府愿按照美国现行法律和规定考虑美国农业部主管的方案项下的信贷安排，其优惠程度不差于美国向其它外国商业主顾所提供的条件。

顺致最崇高的敬意。

美利坚合众国大使

Leonard Woodcock

一九八〇年十月二十二日于北京

美利坚合众国大使
伦纳德·伍德科克阁下
亲爱的大使先生：

我收到了你今天关于两国政府签署的中华人民共和国政府和美利坚合众国政府协议的来信。来信内容如下：

“我荣幸地提及今天两国政府签署的中华人民共和国政府和美利坚合众国政府之间的粮食贸易协议。在该协议谈判的过程中，双方就美国农业部主管的农业出口方案的性质及其使用问题，进行了讨论。

美利坚合众国政府和中华人民共和国政府认为出口信贷对促进两国间农产品贸易方面能起建设性作用。如果在协议有效期内，中华人民共和国政府表示愿望，美利坚合众国政府愿按照美国现行法律和规定考虑美国农业部主管的方案项下的信贷安排，其优惠程度不差于美国向其它外国商业主顾所提供的条件。”

我确认你上述来信的内容是正确的。

顺致最崇高的敬意。

中华人民共和国对外贸易部部长

一九八〇年十月二十二日于北京

TIAS 9930

English Text of the Chinese Letter

Beijing, People's Republic of China

October 22, 1980

His Excellency Leonard Woodcock
Ambassador of the United States of America
Beijing, People's Republic of China

Dear Mr. Ambassador:

I am in receipt of your letter of today's date relating to the Agreement between the Government of the People's Republic of China and the Government of the United States of America signed by our two governments. Your letter reads as follows:

"I have the honor to refer to the Agreement on grain trade between the Government of the United States of America and the Government of the People's Republic of China signed today by our two governments. During the course of negotiating this agreement, both sides discussed questions relating to the nature and availability of agricultural export programs administered by the U.S. Department of Agriculture.

"The Government of the United States of America and the Government of the People's Republic of China recognize that export credit can play a constructive role in facilitating trade in agricultural commodities between the two countries. If desired by the Government of the People's Republic of China during the period the Agreement is in force the Government of the United States of America will be prepared to consider credit arrangements, subject to applicable United States laws and regulations, under the programs administered by the U.S. Department of Agriculture on terms no less favorable than those offered to other foreign commercial customers."

I confirm the above contents of your letter as correct.

With my highest consideration,

Sincerely,

李强

Li Qiang
Minister
Ministry of Foreign Trade
of the People's Republic of China

EMBASSY OF THE
UNITED STATES OF AMERICA
Beijing, People's Republic of China
October 22, 1980

Mr. Zhang Jianhua
President
China National Cereals, Oils and Foodstuffs
Import and Export Corporation
Beijing, People's Republic of China

Dear Mr. Zhang:

I have the honor to refer to the Agreement on grain trade signed today by our two governments, and to the discussion leading to the formulation of Article III of that Agreement. As these discussions established, Article III is designed to promote rather than to restrict grain trade between our two countries. Nevertheless, for purchases above the amounts specified, the prior consideration and concurrence of both parties would be required.

To best accomplish these ends, we agreed in our discussion that China National Cereals, Oils and Foodstuffs Import and Export Corporation would provide notification prior to any purchases in excess of 9 million metric tons. Under normal circumstances the United States would promptly provide affirmative response or, in exceptional circumstances, would request immediate consultations leading to agreement on an acceptable level of trade.

I believe these arrangements will most effectively achieve our objective of promoting the growth of grain trade between our two countries.

Sincerely,

J. Stapleton Roy

J. Stapleton Roy
Minister-Counselor
Embassy of the United States of America

Chinese Text of the American Letter

EMBASSY OF THE
UNITED STATES OF AMERICA
BEIJING, PEOPLE'S REPUBLIC OF CHINA

中国粮油食品进出口总公司总经理

张廷华先生

亲爱的张先生：

我荣幸地提及两国政府今天签署的粮食贸易协议和为达成该协议第三条指辞所进行的讨论。如讨论所确定的，第三条的目的是促进而不是限制我们两国间的粮食贸易。但是，对于任何高于规定数量的购买，双方须事先予以考虑并达成一致。

为顺利地达到此目的，我们在讨论中同意：中国粮油食品进出口总公司在购买数量超过九百万公吨时，将事先提出通知，一般情况下美国将迅速地给予肯定的答复，或者在特殊情况下，要求立即举行磋商，就可以接受的贸易水平达成协议。

我相信，这些安排将最有效地达到促进两国粮食贸易扩大的目的。

美利坚合众国大使馆公使衔参赞

一九八〇年十月二十二日于北京

中國粮油食品進出口总公司
CHINA NATIONAL CEREALS, OILS AND FOODSTUFFS
IMPORT & EXPORT CORPORATION
82, TUNG AN MEN STREET,
PEKING, CHINA.

CABLE ADDRESS:
"CEROILFOOD" PEKING.

YOUR REF. №

OUR REF. №

197

美利坚合众国大使馆公使衔参赞

芮 效 俭 先 生

亲爱的芮先生：

我收到了你今天关于两国政府签署的中华人民共和国政府和美利坚合众国政府协议的来信。来信内容如下：

“我荣幸地提及两国政府今天签署的粮食贸易协议和为达成该协议第三条措辞所进行的讨论。如讨论所确定的，第三条的目的是促进而不是限制我们两国间的粮食贸易。但是，对于任何高于规定数量的购买，双方须事先予以考虑并达成一致。

为最好地达到此目的，我们在讨论中同意：中国粮油食品进出口总公司在购买数量超过九百万公吨时，将事先提出通知，一般情况下美国将迅速地给予肯定的答复，或者在特殊情况下，要求立即举行磋商，就可以接受的贸易水平达成协议。

我相信，这些安排将最有效地达到促进两国粮食贸易扩大的目的。”

我确认你上述来信的内容是正确的。

中国粮油食品进出口总公司总经理

一九八〇年十月二十二日于北京

English Text of the Chinese Letter

中國粮油食品進出口总公司

CHINA NATIONAL CEREALS, OILS AND FOODSTUFFS
IMPORT & EXPORT CORPORATION

82, TUNG AN MEN STREET,
PEKING, CHINA.

CABLE ADDRESS:
"CEROILFOOD" PEKING.

YOUR REF. №

OUR REF. №

October 22, 1980 197

Mr. J. Stapleton Roy
Minister-Counselor
Embassy of the United States of America
Beijing, People's Republic of China

Dear Mr. Roy:

I am in receipt of your letter of today's date relating to the Agreement between the Government of the People's Republic of China and the Government of the United States of America signed by our two governments. Your letter reads as follows:

"I have the honor to refer to the Agreement on grain trade signed today by our two governments, and to the discussion leading to the formulation of Article III of that Agreement. As these discussions established, Article III is designed to promote rather than to restrict grain trade between our two countries. Nevertheless, for purchases above the amounts specified, the prior consideration and concurrence of both parties would be required.

"To best accomplish these ends, we agreed in our discussion that China National Cereals, Oils and Foodstuffs Import and Export Corporation would provide notification prior to any purchases in excess of 9 million metric tons. Under normal circumstances the United States would promptly provide affirmative response or, in exceptional circumstances, would request immediate consultations leading to agreement on an acceptable level of trade.

"I believe these arrangements will most effectively achieve our objective of promoting the growth of grain trade between our two countries."

I confirm the above contents of your letter as correct.

Sincerely yours,

Zhang Jianhua
President
China National Cereals, Oils and Foodstuffs
Import and Export Corporation

EGYPT

Privileges and Immunities for Military Personnel

Agreement effected by exchange of notes
Signed at Cairo November 3 and 5, 1980;
Entered into force November 5, 1980.

The American Ambassador to the Egyptian Minister of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

CAIRO, *November 3, 1980*

EXCELLENCY:

I have the honor to refer to recent discussions between our two Governments concerning the approximately 1400 U.S. military personnel expected to arrive in Egypt beginning on or about November 8, 1980 in connection with the joint Egyptian-United States Army and Air Force training exercise. In order to provide for the legal status of these personnel while in Egypt, I propose that pending the negotiation of a comprehensive agreement between our two Governments on the legal status of various categories of U.S. military personnel and accompanying civilian personnel in Egypt, they be accorded the same privileges, immunities and treatment as provided under the exchange of notes dated April 13 and 25, 1974, as amended,[1] related to the clearance of mines and unexploded ordnance from the Suez Canal.

If the foregoing is acceptable to the Government of the Arab Republic of Egypt, I have the honor to propose that this note and your note in reply confirming acceptance will constitute an agreement between our respective Governments, effective from the date of first arrival of these U.S. military personnel in Egypt.

---

[1] TIAS 7882, 8169, 8989; 25 UST 1474; 26 UST 2517; 29 UST 2934.

Accept, Excellency, the renewed assurances of my highest consideration.

ALFRED ATHERTON

His Excellency
DR. BOUTROS BOUTROS GHALI
Minister of State for
Foreign Affairs
Arab Republic of Egypt
Cairo

The Egyptian Minister of State for Foreign Affairs to the American Ambassador

MINISTRY
OF FOREIGN AFFAIRS
MINISTER OF STATE

Cairo, November 5th, 1980.

Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of 3 November which reads as follows:

" I have the honour to refer to recent discussions between our two Governments concerning the approximately 1400 military personel expected to arrive in Egypt beginning on or about November 8, 1980 in connection with the joint Egyptian-United States Army and Air Force training exercise. In order to provide for the legal status of these personnel while in Egypt, I propose that pending the negotiation of a comprehensive agreement between our two Governments on the legal status of various categories of U.S. military personnel and accompanying civilian personnel in Egypt, they be accorded the same privileges, imunities and treatment as provided under the exchange of notes dated April 13 and 25, 1974, as amended, related to the clearance of mines and unexploded ordnance from the Suez Canal.

If the foregoing is acceptable to the Government of the Arab Republic of Egypt, I have the honour to propose that this note and your note in reply confirming acceptance will constitute

an agreement between our respective Governments, effective from the date of first arrival of these U.S. military personnel in Egypt."

In reply, I have the honour to inform you that the foregoing proposals are acceptable to the Government of Egypt and that your Note and the present reply shall constitute an agreement between our two Governments to be effective from the date of the first arrival of these U.S. military personnel in Egypt.

Accept, Excellency the renewed assurances of my highest consideration.

DR. BOUTROS BOUTROS GHALI
MINISTER OF STATE FOR FOREIGN AFFAIRS.

HIS EXCELLENCY AMBASSADOR ALFRED ATHERTON
AMBASSADOR EXTRAORDINARY
AND PLENIPOTENTIARY
TO THE EMBASSY OF THE UNITED STATES OF AMERICA.

MS.

FINLAND

Energy: Research and Development

Memorandum of understanding signed at Washington November 6, 1980;
Entered into force November 6, 1980.

MEMORANDUM OF UNDERSTANDING
between
THE UNITED STATES DEPARTMENT OF ENERGY
and
THE FINNISH MINISTRY OF TRADE AND INDUSTRY
FOR COOPERATION IN ENERGY RESEARCH AND DEVELOPMENT

WHEREAS

The United States Department of Energy (DOE) and the Finnish Ministry of Trade and Industry (MTI), hereinafter called the "Parties," or their designated representatives, have a mutual interest in intensifying the rational use of energy and in developing alternative energy sources;

DOE and MTI believe that a program of close and long-term cooperation in energy research and development would be of mutual benefit;

DOE and MTI recognize the contribution such research and development can make to improving the environment; and

DOE and MTI recognize the need to establish procedures for the protection of proprietary information in connection with their cooperative activities.

IT IS AGREED AS FOLLOWS

ARTICLE 1

1. Cooperation under this Memorandum of Understanding shall be directed toward finding solutions to mutually agreed problems connected with intensifying the rational use of energy and with the design, development, construction and operation of alternative energy systems, and toward the exchange of information developed during the resolution of these problems.

2. Cooperation between the Parties shall be on the basis of mutual benefit, equality and reciprocity.

3. Cooperation under this Memorandum of Understanding shall not preclude multilateral cooperative activities in energy research and development in which the respective countries of each Party may participate.

ARTICLE 2

The fields of cooperation covered by this Memorandum of Understanding may include:

1. Peat technology.
2. Biomass technology, including the use of wood.
3. District heating technology.
4. Combined production of power and heat.
5. Rational use and conservation of energy in buildings, communities and industries.
6. Low head hydro power technology.
7. Petroleum storage in underground rock caverns.

The above list does not indicate any priority order for the fields of cooperation.

Other fields of cooperation may be added by mutual written agreement.

ARTICLE 3

Cooperation in accordance with this Memorandum of Understanding may include, but is not limited to, the following forms:

1. Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors for agreed periods. Such exchanges of staff shall be in accordance with Article 10 of this Memorandum of Understanding.

2. Exchange of samples, materials, instruments and components for testing.

3. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.

4. Organization of seminars and other meetings on specific agreed topics in the fields listed in Article 2. Such seminars shall normally be held alternately in the United States and in Finland for each topic.

5. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate agreement pursuant to Article 4 of this Memorandum of Understanding.

Other specific forms of cooperation may be added by mutual written agreement.

ARTICLE 4

If it is decided that a joint project is to be established under this Memorandum of Understanding, a project agreement between the Parties shall be executed. Each such project agreement shall include all detailed provisions for carrying out that joint project, and shall cover such matters as technical scope, exchange of proprietary information, management of the cooperation, patents, exchange of equipment, total costs, cost sharing between the Parties, project schedule, and information disclosure specific to the particular joint project.

ARTICLE 5

1. To supervise the execution of this Memorandum of Understanding, each Party shall designate one person to serve as a Technical Coordinator for each of the technical fields or groups of related technical fields listed in Article 2 of this Memorandum of Understanding. The Technical Coordinators shall normally meet each year alternately in the United States and in Finland.

2. At their meetings, the Technical Coordinators shall evaluate the status of cooperation under this Memorandum of Understanding. This evaluation shall include a review of the past year's activities and accomplishments and of the activities planned for the coming year within each of the technical fields or groups of related technical fields listed in Article 2, an assessment of the balances of exchanges within each of the technical fields or groups of related technical fields listed in Article 2, and a consideration of measures required to correct any imbalances. In addition, the Technical Coordinators shall consider and act on any major new proposals for cooperation.

3. To supervise the execution of joint projects or programs established under this Memorandum of Understanding, appropriate management provisions shall be included in the project agreements executed under Article 4 of this Memorandum of Understanding.

ARTICLE 6

1. General

The Parties support the widest possible dissemination of information provided or exchanged under this Memorandum of Understanding, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 8.

2. Use of Proprietary Information

A. Definitions as used in this Memorandum of Understanding:

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Memorandum of Understanding.

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

a) has been held in confidence by its owner;

b) is of a type which is customarily held in confidence by its owner;

c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures

(i) A Party receiving proprietary information pursuant to this Memorandum of Understanding shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under a Memorandum of Understanding dated _____ between the United States Department of Energy and the Finnish Ministry of Trade and Industry and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the Governments of the U.S. and Finland without prior approval of _____.

This notice shall be marked on any reproduction, hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Memorandum of Understanding may be disseminated by the receiving Party to:

a) persons within or employed by the receiving Party, and other concerned Government departments and Government agencies in the country of the receiving Party; and

b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

provided, that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-paragraph 2.B(i) above.

(iii) With the prior written consent of the Party providing proprietary information under this Memorandum of Understanding, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its national policies, regulations and laws.

C. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Memorandum of Understanding shall be controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Memorandum of Understanding and information arising from the attachments of staff, use of facilities and joint projects shall be treated by the Parties according to the principles specified in this Article;

provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Memorandum of Understanding unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

E. Nothing contained in this Memorandum of Understanding shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Memorandum of Understanding.

ARTICLE 7

Information transmitted by one Party to the other Party under this Memorandum of Understanding shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

ARTICLE 8

1. With respect to any invention or discovery made or conceived in the course of or under this Memorandum of Understanding:

   a. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors in connection with exchanges of scientists, engineers and other specialists:

      (1) The Recipient Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, its Government, and its nationals designated by it.

      (2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Recipient Party, its Government, and its nationals designated by it.

   b. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Memorandum of Understanding by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party, its Government, and its nationals designated by it, of a non-exclusive, irrevocable, royalty-free license in all countries.

c. With regard to exchange of samples, materials, instruments, and components for testing, the Recipient Party shall have the same rights as the Assigning Party as set forth in paragraph a. above and the Sending Party shall have the same rights as the Recipient Party as set forth in paragraph a. above to any inventions or discoveries which are improvements to such samples, materials, instruments or components.

d. With regard to other specific forms of cooperation, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a non-exclusive, irrevocable, royalty-free license to the other Party, its Government, and its nationals designated by it, and the rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.

2. Each Party shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of Articles 8 and 9.

3. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

ARTICLE 9

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of Article 6 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

ARTICLE 10

1. Whenever an exchange of staff is contemplated under this Memorandum of Understanding each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each such attachment of staff shall be the subject of a separate attachment agreement between the Parties.

3. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.

4. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.

5. The host establishment shall arrange or do its best to arrange for comparable accomodations for the other Party's staff and their families on a mutually agreeable reciprocal basis.

6. Each Party shall provide all necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities (travel arrangements, etc.)

7. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in a separate attachment of staff agreement.

ARTICLE 11

The provisions of this Memorandum of Understanding shall not affect the rights or duties of the Parties hereto under other agreements or arrangements. This Memorandum of Understanding also in no way precludes commercial firms or other legally constituted enterprises in the countries of the Parties from engaging in commercial dealings in accordance with the applicable laws of each country; nor does it preclude the Parties from engaging in activities with other governments or persons. Moreover, it is expected that the present Memorandum of Understanding shall facilitate industrial and commercial exchanges in the fields listed in Article 2 between the firms of the countries of the Parties with a view to mutual benefits from such exchanges for both countries. DOE and MTI shall act as the points of coordination for contracts and arrangements involving commercial firms in their respective countries when such firms or enterprises act on behalf of their respective governments under the terms of this Memorandum of Understanding. It is understood that all such contracts and arrangements shall conform with applicable laws and regulations under which each Party operates.

ARTICLE 12

Compensation for damages incurred during the implementation of this Memorandum of Understanding shall be in accordance with the applicable laws of the countries of the Parties.

ARTICLE 13

Cooperation under this Memorandum of Understanding shall be in accordance with the laws of the respective countries and the regulations of the respective Parties. All questions related to the Memorandum of Understanding arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 14

Except when otherwise specifically agreed at the time, all costs resulting from cooperation under this Memorandum of Understanding shall be borne by the Party that incurs them. It is understood that the ability of each Party to carry out its obligations under this Memorandum of Understanding is subject to the availability of appropriated funds.

ARTICLE 15

1. This Memorandum of Understanding shall enter into force upon signature and, subject to paragraphs 2, 3 and 4 of this Article, shall continue for a five (5) year period.

2. This Memorandum of Understanding may be amended or extended by mutual written agreement of the Parties.

3. This Memorandum of Understanding may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Memorandum of Understanding. Such termination shall be without prejudice to the rights which may have accrued under this Memorandum of Understanding to either Party up to the date of such termination.

4. All joint efforts and experiments not completed at the expiration or termination of this Memorandum of Understanding may be continued until their completion under the terms of this Memorandum of Understanding.

Done in duplicate at Washington, D.C.
this sixth day of November, 1980.

FOR THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

[1]

FOR THE FINNISH MINISTRY OF TRADE AND INDUSTRY

[2]

[1] C. W. Duncan, Jr.
[2] Ulf Sundqvist.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended.
Effected by exchange of letters
Signed at Mexico November 6, 1980;
Entered into force November 6, 1980.

The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

México, D.F.

November 6, 1980

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
México 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,000,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended seven times thereafter.[1] It is further understood the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase, "Nineteen Million, Seven Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $19,796,235)" in the second paragraph of our letter dated June 2, 2977, as previously amended, and substitute therefor the phrase, "Twenty Million, Seven Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $20,796,235)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

John A. Ferch
Chargé d'Affaires, a.i.

[1] TIAS 8952, 9251, 9637, 9695, 9749; 29 UST 2496; 30 UST 1285; 31 UST 4760, 5913; *ante*, p. 992.

The Mexican Attorney General to the American Chargé d'Affaires ad interim

FORMA C.G.-1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., noviembre 6 de 1980.

SR. JOHN A. FERCH,
ENCARGADO DE NEGOCIOS
AD INTERIM,
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México representado por la Procuraduría General de la República, y aumentar por U.S. $1,000,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, y a su vez enmendada en siete ocasiones posteriormente. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Diecinueve Millones, Setecientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $19,796,235)" en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Veinte Millones, Setecientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $20,796,235)."

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

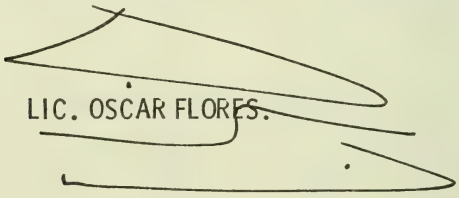
Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos gobiernos.

Aprovecho esta oportunidad para reiterar a usted la seguridad de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., November 6, 1980

Mr. John A. Ferch
Charge d'Affaires ad interim
Mexico, D.F.

Dear Mr. Ferch:

I take pleasure in replying to your letter of November 6, 1980 which, translated into Spanish, reads as follows:

[For the English language text see p. 4158.]

I wish to inform you that the Government of Mexico agrees to the terms of the transcribed letter.

I avail myself of this opportunity to express to you, Sir, the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of
the Republic

CANADA

Remote Sensing: Satellites and Aircraft

Agreement extending the agreement of May 14, 1971, as amended and extended.
Effected by exchange of notes
Signed at Washington October 20 and November 6, 1980;
Entered into force November 6, 1980;
Effective May 14, 1980.

The Secretary of State to the Canadian Ambassador

October 20, 1980

Excellency:

I have the honor to refer to the Agreement dated May 14, 1971, between our two Governments concerning a joint program in the field of experimental remote sensing from satellites and aircraft, as extended and amended by an exchange of notes dated March 19 and March 22, 1976.[1]

I would like to inform you that the United States has begun planning an operational land remote sensing satellite system, which, when approved, is expected to follow the current National Aeronautics and Space Administration experimental Landsat program. The National Oceanic and Atmospheric Administration of the United States has been assigned the responsibility of planning and eventually managing this operational system. The National Oceanic and Atmospheric Administration will keep Landsat ground station operators informed of its plans for initiation of the operational phase and for direct reception of operational sensor data under suitable arrangements.

I understand that the National Aeronautics and Space Administration of the United States and the

His Excellency

Peter M. Towe,

Ambassador of Canada.

[1] TIAS 7125, 8247; 22 UST 684; 27 UST 1075.

Department of Energy, Mines, and Resources of Canada have recently discussed the prospect of continuing the useful relationship that exists under the 1971 Agreement. Accordingly, I propose that the 1971 Agreement, as extended and amended in 1976, be further extended to September 30, 1983. I also propose that the Agreement be subject to termination by either Government upon six months' written notice to the other. If these proposals meet with the approval of the Government of Canada, I have the further honor to propose that this note, and your reply, shall constitute an agreement between our two Governments concerning these matters to enter into force on the date of your reply, with effect from May 14, 1980.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Thomas R. Pickering

The Canadian Ambassador to the Secretary of State

Canadian Embassy Ambassade du Canada

Washington, November 6, 1980.

No. 2114

Sir,

I have the honour to refer to your Note of October 20, 1980 in which you propose that the Agreement between our two governments of May 14, 1971 concerning a joint program in the field of experimental remote sensing from satellites and aircraft (ERTS, now LANDSAT), as extended and amended by an exchange of notes of March 19 and 22, 1976, be further extended to September 30, 1983, subject to termination by either government upon six months' written notice to the other.

These proposals are acceptable to the Government of Canada. I have the honour to confirm, therefore, that your Note and this reply, which is authentic in English and French, shall constitute an Agreement between our two governments which shall enter into force on the date of this reply with effect from May 14, 1980.

Accept, Sir, the renewed assurances of my highest consideration.

Ambassador

The Honourable Edmund S. Muskie,
Secretary of State,
Washington, D. C.

TIAS 9939

French Text of the Canadian Note

Canadian Embassy Ambassade du Canada

Washington, le 6 novembre 1980

No. 2114

Monsieur,

J'ai l'honneur de me référer à votre Note du 20 octobre 1980 par laquelle vous proposez que l'Accord du 14 mai 1971 entre nos deux Gouvernements relatif à un programme commun dans le domaine de la télédétection expérimentale à partir de satellites et d'aéronefs (ERTS, maintenant LANDSAT), tel que prorogé et modifié par l'échange de notes des 19 et 22 mars 1976, soit prorogé jusqu'au 30 septembre 1983, sujet à dénonciation par préavis écrit de six mois donnée par l'un des deux Gouvernements à l'autre.

Votre proposition agrée au Gouvernement du Canada. J'ai, par conséquent, l'honneur de vous confirmer que votre Note et la présente réponse, qui fait également foi en français et anglais, constituent, entre nos deux Gouvernements, un accord qui entrera en vigueur, avec effet à partir du 14 mai 1980, à la date de ma présente réponse.

Je vous prie d'agréer, Monsieur, les assurances renouvelées de ma très haute considération.

L'Ambassadeur

L'Honourable Edmund S. Muskie,
Le Secrétaire d'Etat,
Washington, D. C.

CZECHOSLOVAK SOCIALIST REPUBLIC

Aviation: Air Transport Services

Agreement amending and extending the agreement of February 28, 1969, as amended and extended.
Effected by exchange of notes
Dated at Prague May 12 and November 7, 1980;
Entered into force November 7, 1980;
Effective December 31, 1978.

The American Embassy to the Czech Federal Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 97

The Embassy of the United States of America presents its compliments to the Federal Ministry of Foreign Affairs of the Czechoslovak Socialist Republic and has the honor to refer to previous consultations concerning the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic signed at Prague on February 28, 1969, as amended and extended,[1] which expired on December 31, 1978.

The United States does not believe that the Air Transport Agreement has provided a satisfactory basis for expanding air transport relations between the two countries. In order to facilitate air transport relations on an interim basis, pending negotiation of a new agreement, the United States Government proposes that the agreement be extended retroactively from December 31, 1978, when it expired, through December 31, 1980, provided that the Government of the Socialist Republic of Czechoslovakia shall allow United States airlines to operate passenger charter air services between the two countries, including services with stopovers in third countries, without limitation on volume, frequency or

[1] TIAS 6644, 7356, 7881, 8868; 20 UST 408; 23 UST 909; 25 UST 1470; 29 UST 1071.

regularity of service or on type of aircraft used. The charterworthiness and prices of flights shall be determined exclusively by the country in which the traffic originates. It is understood also that the designated Czechoslovak carrier can, upon the appropriate applications, likewise operate charter passenger flights between the two countries.

If these understandings are acceptable to the Government of the Czechoslovak Socialist Republic, the Embassy of the United States of America proposes that this note and the reply of the Ministry constitute an agreement, to be effective on the date of your reply, between the Governments of the two countries extending and amending the Air Transport Agreement through December 31, 1980.

The Embassy of the United States of America avails itself of this opportunity to renew to the Federal Ministry of Foreign Affairs of the Czechoslovak Socialist Republic the assurances of its highest consideration.

Prague, May 12, 1980

The Czech Federal Ministry of Foreign Affairs to the American Embassy

FEDERALNI
MINISTERSTVO ZAHRANIČNICH VĚCI

No. 122.262/80

The Federal Ministry of Foreign Affairs of the Czechoslovak Socialist Republic has the honour to acknowledge the receipt of the Note of the Embassy of the United States of America in Prague of 12 May 1980 proposing the conclusion of an agreement extending the Air Transport Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America, signed in Prague on 28 February 1969, in the following wording:

"The Embassy of the United States of America presents its compliments to the Federal Ministry of Foreign Affairs of the Czechoslovak Socialist Republic and has the honor to refer to previous consultations concerning the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic signed at Prague on February 28, 1969, as amended and extended, which expired on December 31, 1978.

Embassy of the United
States of America

Prague

The United States does not believe that the Air Transport Agreement has provided a satisfactory basis for expanding air transport relations between the two countries. In order to facilitate air transport relations on an interim basis, pending negotiation of a new agreement, the United States Government proposes that the agreement be extended retroactively from December 31, 1978, when it expired, through December 31, 1980, provided that the Government of the Socialist Republic of Czechoslovakia shall allow United States airlines to operate passenger charter air services between the two countries, including services with stopovers in third countries, without limitation on volume, frequency or regularity of service or on type of aircraft used. The charterworthiness and prices of flights shall be determined exclusively by the country in which the traffic originates. It is understood also that the designated Czechoslovak carrier can, upon the appropriate applications, likewise operate charter passenger flights between the two countries.

If these understandings are acceptable to the Government of the Czechoslovak Socialist Republic, the Embassy of the United States of America proposes that this note and the reply of the Ministry constitute an agreement, to be effective on the date of your reply, between the Governments of the two countries extending and amending the Air Transport Agreement through December 31, 1980."

The Federal Ministry of Foreign Affairs has the honour to advise that the Government of the Czechoslovak Socialist Republic agrees with the proposals of the Government of the United States of America. In accordance with that the Note of the Embassy of the United States of America in Prague of 12 May 1980 together with this Note constitute an Agreement on the Extension of the Air Transport Agreement between the Czechoslovak Socialist Republic and the Government of the United States of America to be effective from this day.

The Federal Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Prague, 7th November 1980

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Telecommunications: Alien Amateur Radio Operators

Agreement effected by exchange of notes
Dated at Belgrade October 31 and November 11, 1980;
Entered into force November 11, 1980.

The American Embassy to the Yugoslav Federal Secretariat for Foreign Affairs

No. 60

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs and has the honor to refer to the positive outcome of consultations with the Secretariat and competent Yugoslav authorities relating to the possibility of concluding an agreement between the two Governments on the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959,[1] and has the honor to propose the conclusion of such an agreement.

Pursuant to section 303(l)(2) and 310(a) of the Communications Act of 1934 as amended (47 U.S.C. 303(*l*)(2), 310(a)), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

A. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

B. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph A, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

[1] TIAS 4893; 12 UST 2633.

C. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph B, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

The Embassy proposes that this note and the reply note of the Secretariat indicating the concurrence of the Government of Yugoslavia be considered as constituting an agreement between the two Governments, such an agreement to be in force as of the date of the reply note from the Government of Yugoslavia and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

The Embassy of the United States of America avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
BELGRADE, *October 31, 1980.*

The Yugoslav Federal Secretariat for Foreign Affairs to the American Embassy

No. 456023

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and, with reference to the Embassy's Note No. 60 of 31 October 1980, has the honour to inform of the acceptance of the proposal of the Government of the United States for the conclusion of the Agreement between the two Governments on the Reciprocal Granting of Authorizations to Permit Licensed Amateur Radio Operators of either Country to Operate Their Stations in the Other Country.

In this connection, the Federal Secretariat for Foreign Affairs has the honour to inform that Regulations on the Manner of the Use and Conditions Under Which Radio Stations can be Imported into the Country and Used, and taken Abroad /The Official Gazette of the SFRY, No. 48/1978/ are in force in the SFR of Yugoslavia, which stipulate that foreign

TO THE EMBASSY OF THE
UNITED STATES OF AMERICA

B E O G R A D

nationals will be issued an authorization permiting them to operate their amateur radio stations, on the basis of reciprocity. Since the United States has confirmed the existence of terms of reciprocity by the above mentioned Note, the SFR of Yugoslavia will consider that the terms of reciprocity in relation to the United States have been fulfilled as of the date of the receipt of this Note.

The Federal Secretariat for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Beograd, 17 November 1980

THAILAND

Trade in Textiles and Textile Products

Agreement amending the agreement of October 4, 1978, as amended.[1]
Effected by exchange of letters
Signed at Bangkok November 13 and 27, 1980;
Entered into force November 27, 1980.

[1] TIAS 9215, 9462, 9643, 9717 ; 30 UST 718.

The American Economic Officer to the Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce

Bangkok, Thailand

November 13, 1980

Khun Oranuj Ostananda
Deputy Director-General
Department of Foreign Trade
Ministry of Commerce
Samnamchai Road
Bangkok 2

Dear Khun Oranuj:

The United States Government has asked me to communicate to you their new proposal to solve the problem of the embargoed acrylic yarn shipments.

The United States Government has suggested that rather than risk any further misunderstanding by attempting to clarify posttions via long distance communications, that in this instance we will try to simplify this matter by proposing instead that the consultation level for Category 604 be increased to 2.2 million square yards equivalent. It should be emphasized that this category is indeed a difficult problem for the United States and that this further increase of 200,000 is all that we can possibly consider for 1980.

I hope that the above proposal is acceptable to the Royal Thai Government and that you will so inform me as soon as possible so that I can forward your acceptance to Washington.

I would like to point out that the United States Government does not, as yet, know exactly how much Thai acrylic yarn is being embargoed. While we hope that this increase will allow the two shipments from Texport and Thai Acrylic to be released, there is no guarantee that this will take place.

Sincerely yours,

Gary D. DeVight
Economic Officer

The Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce, to the American Economic/Commercial Officer

No. 0304/4905

Department of Foreign Trade
Ministry of Commerce
Bangkok 2

November 27 , 1980

Mr. Gary D. De Vight
Economic/Commercial Officer
Embassy of the United States of America
Bangkok

Dear Mr. De Vight:

With reference to your letter dated November 13, 1980 concerning the U.S. Government's proposal that the consultation level for Category 604 be increased to 2.2 million square yards equivalent for Thailand this year, we would like to inform you that the said proposal of your Government is hereby confirmed as acceptable.

Your kind cooperation is highly appreciated.

Yours sincerely,

O. Osatananda

(Mrs. Oranuj Osatananda)
Deputy Director-General

FEDERAL REPUBLIC OF GERMANY

Judicial Assistance: Taking of Evidence

Agreements effected by exchange of notes
Dated at Bad Godesberg and Bonn February 11, 1955 and January 13 and October 8, 1956;
Entered into force October 8, 1956.
And exchange of notes
Dated at Bonn October 17, 1979 and February 1, 1980;
Entered into force February 1, 1980.

The Office of the United States High Commissioner for Germany to the German Federal Ministry of Foreign Affairs

The Office of the United States High Commissioner for Germany presents its compliments to the Federal Ministry of Foreign Affairs and has the honor to bring the following matter to the attention of the appropriate Federal Government officials.

Prior to 1939 it is understood that German law prohibited in general the taking of testimony of German nationals by foreign consular officers stationed in Germany. Therefore, it was interpreted then under Article 22 of the 1923 Treaty of Friendship, Commerce, and Consular Rights[1] between the United States and Germany that American consular officers had the right to take depositions of American citizens, occupants of American vessels, and aliens having permanent residence in the United States, but that the taking of testimony of other categories of persons was forbidden by German law.

The Office of the United States High Commissioner for Germany would appreciate knowing whether German law now in effect in the Federal Republic still prohibits the taking of testimony of German nationals by foreign consular officers. This inquiry is made because there is nothing in the 1923 Treaty which prohibits the taking of such testimony. In the absence of a current German law prohibiting it or a specific request from the German authorities that such testimony not be taken, American consular officers in Germany will continue as they have since the war to take the voluntary depositions of all nationalities.

---

[1] Signed Dec. 8, 1923. TS 725; 44 Stat. 2151; 8 Bevans 153.

Inasmuch as this is a pressing matter, an urgent reply would be greatly appreciated.

The Office of the United States High Commissioner for Germany takes this occasion to assure the Federal Ministry of Foreign Affairs of its highest consideration.

BAD GODESBERG-MEHLEMER AUE
February 11, 1955

The German Ministry of Foreign Affairs to the American Embassy

511-04/80 12 586/55 III

Verbalnote

Das Auswärtige Amt beehrt sich, unter Bezugnahme auf die Verbalnoten der Botschaft der Vereinigten Staaten von Amerika vom 11. Februar und 7. März 1955 sowie auf seine Verbalnote vom 31. März 1955 folgendes mitzuteilen:

Im Hinblick auf die von den Vereinigten Staaten gewährte Gegenseitigkeit werden in Zukunft Einwendungen gegen die Befragung deutscher oder anderer nichtamerikanischer Staatzangehöriger durch amerikanische Konsuln in der Bundesrepublik nicht erhoben werden.

Es wird dabei davon ausgegangen,

1.) daß auf die zu befragende Person keinerlei Zwang, weder zum Erscheinen, noch zur Aussage ausgeübt wird, insbesondere

   a) die Bitte, Auskunft zu erteilen, nicht als "Ladung" und die Befragung nicht als "Vernehmung" bezeichnet wird,
   b) für den Fall des Nichterscheinens oder der Verweigerung der Auskunft keinerlei Zwangsmaßnahmen angedroht werden,
   c) auf die zur Auskunft bereite Person nicht in irgendeiner Form ein Zwang ausgeübt wird, Protokolle oder sonstige Vermerke über mündlich erteilte Auskünfte zu unterschrsiben,

2.) daß die Befragung in den Räumen der amerikanischen Konsulate staitfindet,

3.) daß die zu befragende Person die Möglichkeit hat, sich von einem Rechtsbeistand begleiten zu lassen.

Das Auswärtige Amt benutzt auch diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner aus gezeichneten Hochachtung zu versichern.

BONN, *den 13. Januar 1956.*

LS

AN DIE
BOTSCHAFT
DER VEREINIGTEN
STAATEN VON AMERIKA
BAD GODESBERG-MEHLEM

The German Ministry of Foreign Affairs to the American Embassy

AUSWARTIGES AMT

5o1-511-04/80 I.-12580/56

Verbalnote

Das Auswärtige Amt beehrt sich, unter Bezugnahme auf die dortige Verbalnote vom 23. Juli 1956-28—und im Anschluß an seine Verbalnote vom 8. August 1956—5o1–511–04/80—Vernehmungen/ 12o21/56–betreffenddie Zuctändigkeit der amerikanischen Konsuln zur Befragung deutscher Steatsangehöriger, folgendes mitzuteilen:

Unter Aufhebung der im vorletzten Absatz der Verbalnote des Auswärtigen Amts vom 15. Mai 1956–5o1–511–04/80–S–11195/56— festgelegten Einschränkung erklärt die Bundesregierung—unter der Veraussetzung der Gegenseitigkeit—ihr Einverständnis such camit, daβ die amerikanischen Ermittlungsbeamten nicht amerikanische Personen zum Zwecke der Befragung im —une der Verbalnote vom 13. Januar 1956–5o1–511–04/80 12586/55 III—in ihrer Wohnung und in ihren Geschäftsräumen aufsuchen, sofern die zu befragenden Personen einc Befragung in der eigenen Wohnung oder in den eigenen Geschäftsräumen ausdrücklich erbitten oder sich mit einer derartigen art der Befragung ausdrücklich einverstanden erklären.

Das Auswärtige Amt benutst auch diesen Anlaß, die Betschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

BONN, *den 8. Oktober 1956*

L.S.

AN DIE
BOTSCHAFT
DER VEREINIGTEN STAATEN VON AMERIKA
BAD GODESBERG-MEHLEM

TRANSLATION

THE MINISTRY OF FOREIGN AFFAIRS
501-511-04/80 12 586/55 III

Note Verbale

With reference to the notes verbales of the Embassy of the United States of America of February 11 and March 7, 1955,[1] and to its own note verbale of March 31, 1955,[1] the Ministry of Foreign Affairs has the honor to state as follows:

In consideration of the reciprocity granted by the United States, no objections will in future be raised to the questioning of German or other non-American nationals by American consuls in the Federal Republic.

In this connection, it is assumed that:

1) No compulsion of any kind will be used to force the person to be questioned either to appear or to make statements; specifically,

(a) the request to give information will not be called a "summons", and the questioning will not be called an "interrogation";

[1] Not printed.

(b) there will be no threat of compulsory measures in the event of non-appearance or refusal to give information;

(c) a person willing to give information will in no way be compelled to sign records or other written statements of information given orally;

2) The questioning will take place on the premises of an American consulate;

3) The person to be questioned will be afforded the opportunity to be accompanied by counsel.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

Bonn, January 13, 1956.

L.S.

Embassy of the United States of America
Bad Bodesberg-Mehlem

TRANSLATION

THE MINISTRY OF FOREIGN AFFAIRS
501-511-04/80 I.-12580/56

Note Verbale

With reference to your note verbale of July 23, 1956[1]- 28 - and, further, to its own note verbale of August 8, 1956[1]- 501-511-04/80-interrogations/12021/56 - regarding the authority of American consuls to question German nationals, the Ministry of Foreign Affairs has the honor to advise as follows:

Revoking the limitation contained in the next to the last paragraph of the note verbale of the Ministry of Foreign Affairs of May 15, 1956 - 501-511-04/80 -S-11195/56 -, the Government of the Federal Republic also agrees, on the condition of reciprocity, to visits by American investigating officers to non-Americans for the purpose of questioning within the meaning of the note verbale of January 13, 1956 - 501-511-04/80 12586/55 III - at the latter's homes and places of business, provided the persons to be questioned expressly request questioning to be conducted at their homes or places of business, or expressly consent to this form of questioning.

[1] Not printed.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

Bonn, October 8, 1956

L.S.

Embassy of the
United States of America
Bad Godesberg - Mehlem

The German Ministry of Foreign Affairs to the American Embassy

AUSWÄRTIGES AMT
512-521.60 USA

Verbalnote

Das Auswärtige Amt beehrt sich, der Botschaft der Vereinigten Staaten von Amerika unter Bezugnahme auf die Verbalnote des Auswärtigen Amtes vom 15. November 1978 - 512-521.60 USA - betreffend die Rechtshilfe in Zivil- und Handelssachen mitzuteilen, daß die durch Notenwechsel vom 11. Februar 1955, 13. Januar 1956 und 8. Oktober 1956 zwischen dem Auswärtigen Amt und der Botschaft der Vereinigten Staaten von Amerika getroffene Absprache über die Befragung deutscher oder anderer nichtamerikanischer Staatsangehöriger durch amerikanische Konsularbeamte in der Bundesrepublik Deutschland unter den dort genannten Voraussetzungen deutscherseits weiterhin als gültig angesehen wird, nachdem das Haager Übereinkommen vom 18. März 1970 über die Beweisaufnahme im Ausland in Zivil- oder Handelssachen am 26. Juni 1979 für die Bundesrepublik Deutschland in Kraft getreten ist.

In den Noten des Auswärtigen Amtes vom 13. Januar 1956 und 8. Oktober 1956 - 501-511-04/80 - sind folgende Voraussetzungen für die Befragung deutscher oder anderer nichtamerikanischer Staatsangehöriger genannt worden:

Die Vereinigten Staaten von Amerika gewähren die Gegenseitigkeit.

Es wird davon ausgegangen,

An die
Botschaft der
Vereinigten Staaten von Amerika

1. daß auf die zu befragende Person keinerlei Zwang, weder zum Erscheinen, noch zur Aussage, ausgeübt wird, insbesondere

   a) die Bitte, Auskunft zu erteilen, nicht als "Ladung" und die Befragung nicht als "Vernehmung" bezeichnet wird,

   b) für den Fall des Nichterscheinens oder der Verweigerung der Asukunft keinerlei Zwangsmaßnahmen angedroht werden,

   c) auf die zur Auskunft bereite Person nicht in irgendeiner Form ein Zwang ausgeübt wird, Protokolle oder sonstige Vermerke über mündlich erteilte Auskünfte zu unterschreiben,

2. daß die Befragung nur dann in der Wohnung oder in den Geschäftsräumen der zu befragenden Personen stattfindet, sofern die zu befragenden Personen eine Befragung in der eigenen Wohnung oder in den eigenen Geschäftsräumen ausdrücklich erbitten oder sich mit einer derartigen Art der Befragung ausdrücklich einverstanden erklären,

3. daß die zu befragende Person die Möglichkeit hat, sich von einem Rechtsbeistand begleiten zu lassen.

Das Auswärtige Amt nutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seine ausgezeichnete Hochachtung zu versichern.

Bonn, 17. Oktober 1979

The American Embassy to the German Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Bonn, Germany

No. 40

The Embassy of the United States of America presents its compliments to the Auswaertiges Amt of the Federal Republic of Germany and has the honor to refer to the Note Verbale of the Auswaertiges Amt (512-521.60 USA) dated October 17, 1979, which reads, in the English language translation, as follows:

> With reference to its Note Verbale of November 15, 1978[1] (512-521.60 USA) concerning legal assistance in civil and commercial matters, the Foreign Office has the honor of informing the Embassy of the United States of America that the agreement between the Foreign Office and the Embassy of the United States of America on the questioning, by consular officers of the United States, of German or other non-American citizens in the Federal Republic of Germany, under the conditions stipulated there, which was concluded by the exchange of notes on February 11, 1955, January 13, 1956, and October 8, 1956, is still considered valid by the German side, as the Hague convention of March 18, 1970,[2] on the taking of evidence abroad in civil or commercial matters, became effective for the Federal Republic of Germany on June 26, 1979.

---

[1] Not printed.
[2] TIAS 7444; 23 UST 2555.

In the Foreign Office notes of January 13, 1956, and October 8, 1956 (501-511-04/80) the following prerequisites for the questioning of German or other non-American citizens were mentioned:

The United States of America grants reciprocity. It is expected

(1) that no compulsion is brought to bear on the person to be questioned to make him appear or provide information, more specifically,

(a) that the request to provide information is not called a "summons" and that the questioning is not called "interrogation;

(b) that no coercive measures are threatened in the event that a person does not appear or refuses to provide information;

(c) that no compulsion whatsoever is brought to bear on a person ready to provide information to make him sign protocols or other records of orally provided information;

(2) that the questioning only takes place in the home, office or shop of persons to be questioned if said persons expressly ask to be questioned there or expressly state their agreement with this form of questioning;

(3) that the person to be questioned has the possibility of having himself accompanied by a lawyer.

The Foreign Office avails itself of this opportunity once again to assure the Embassy of the United States of its high esteem.

The Embassy has the further honor to inform the Auswaertiges Amt that the United States Department of State shares the legal opinion of the Auswaertiges Amt as set out in its Note Verbale as it is translated in this Note.

The Embassy of the United States of America avails itself of this opportunity to renew to the Auswaertiges Amt the assurances of its highest consideration.

Embassy of the United States of America

Bonn, February 1, 1980

SIERRA LEONE

Agricultural Commodities

Agreement amending the agreement of August 8, 1980.
Effected by exchange of notes
Signed at Freetown September 29, 1980;
Entered into force September 29, 1980.

The American Chargé d'Affaires ad interim to the Sierra Leonean Minister of Development and Economic Planning

EMBASSY OF THE
UNITED STATES OF AMERICA

Freetown, September 29, 1980

Sir:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments August 8, 1980,[1] and to propose that Part II, Particular Provisions, be amended as follows:

Under Item I, Commodity Table, column entitled Supply Period (U.S. Fiscal Year) delete "1980" for wheat/wheat flour (Grain Equivalent Basis) and for corn/sorghum and substitute "1980 plus October 1 through December 31, 1980".

All other terms and conditions of the August 8 Agreement remain the same.

If the foregoing is acceptable to your government, I propose that this Note and your reply thereto constitute an agreement between our two governments to be effective the date of your Note in reply.

Accept, Sir, the renewed assurances of my highest consideration.

Richard J. Tierney[2]

The Honorable
Dr. Sama S. Banya,
Minister of Development and Economic Planning,
Republic of Sierra Leone,
Freetown.

cc: Ministry of Foreign Affairs
Ministry of Finance

[1] TIAS 9840; *ante*, p. 2310.
[2] Richard J. Tierney.

The Sierra Leonean Minister of Development and Economic Planning to the American Ambassador

MINISTRY OF DEVELOPMENT
AND ECONOMIC PLANNING
MINISTERIAL BUILDING
GEORGE STREET
FREETOWN

29th September 19 80

Excellency,

I have the honour to refer to your Note dated 29th September, 1980 in which Your Excellency proposed that Part II, Particular Provisions of the Agricultural Commodity Agreement signed by representatives of our two Governments on 8th August, 1980, be amended as follows:

> Under Item I, Commodity Table, column entitled supply Period (U.S. Fiscal Year) delete "1980" for Wheat/Wheat Flour (Grain Equivalent Basis) and for corn/sorghum and substitute "1980 plus October I through December 31, 1980".

Your Excellency further proposed that the other terms and conditions of the Agreement referred to above shall remain the same.

In reply, I have the honour to confirm that the proposals contained in your Note referred to above are acceptable to the Government of Sierra Leone and I agree and confirm that your Note and this Note in reply constitute an agreement between our two Governments which comes into effect from today's date.

Accept, Excellency, the assurance of my most esteemed consideration.

S. S. BANYA (Dr)
Minister of Development
and Economic Planning

H. E. Ms. Theresa Healy
Ambassador of the United
States of America
Freetown.

JAPAN

Space Cooperation: Launch Assistance

Agreement effected by exchange of notes
Dated at Washington December 3, 1980;
Entered into force December 3, 1980.
With exchange of letters.

19-198 O - 86 - 15

The Japanese Embassy to the Department of State

EMBASSY OF JAPAN
WASHINGTON

December 3, 1980

P-71

The Embassy of Japan presents its compliments to the Department of State of the United States of America and has the honor to transmit the following statement on behalf of the Government of Japan concerning the equipment and related technology which the National Space Development Agency of Japan or Japanese industry under contract with the National Space Development Agency of Japan wishes to import from United States industry for the development of the ETV-II and H-I launch vehicles capable of putting up to 550 KG of payload into geostationary orbit, including cryogenic hardware for the development of a cryogenic upper stage.

1. The equipment and/or technology transferred to Japan for the development of the ETV-II and H-I launch vehicles and any launch vehicles or components manufactured by use of such equipment or technology will be used, in accordance with the relevant laws, regulations and administrative procedures of Japan, solely for peaceful purposes and

exclusively for the launching of satellites by the National Space Development Agency, which has been established by law No. 50 of 1969 in order to contribute to the promotion of exploration and use of space exclusively for peaceful purposes.

2. The Government of Japan is a party to the "Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies" [1] and is under the obligation to comply with the provisions of the Treaty, in which, inter alia, States Parties undertake to use the moon and other celestial bodies exclusively for peaceful purposes and not to station nuclear weapons or any other kinds of weapons of mass destruction in outer space.

3. The Government of Japan will establish or use communication satellites launched with the ETV-II and H-I launch vehicles only in a manner compatible with the obligations, objectives and purposes of the "Agreement Relating to the International Telecommunications Satellite Organization 'Intelsat'". [2]

---

[1] Done Jan. 27, 1967. TIAS 6347; 18 UST 2410.
[2] Done Aug. 20, 1971. TIAS 7532; 23 UST 3813.

4. The Government of Japan will, in accordance with the relevant laws, regulations and administrative procedures of Japan, see to it that the equipment and/or technology transferred to Japan for the development of the ETV-II and H-I launch vehicles and any launch vehicles or components manufactured by use of such equipment or technology will not be transferred to any third countries and will not be used to launch projects for any third countries, except by prior agreement between the Governments of Japan and of the United States of America.

5. The Government of Japan will, when necessary, consult with the Government of the United States of America regarding the specific items of hardware and technology to be provided for the development of the ETV-II and H-I launch vehicles and other related matters.

The Embassy of Japan avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

The Department of State to the Japanese Embassy

The Department of State presents its compliments to the Embassy of Japan and has the honor to acknowledge receipt on behalf of the Government of the United States of note no. P-71 dated December 3, 1980, from the Embassy of Japan concerning the equipment and related technology which the National Space Development Agency of Japan or Japanese industry under contract with the National Space Development Agency of Japan wishes to import from the United States for the development of the ETV-II and H-I launch vehicles capable of putting up to 550 KG of payload into geostationary orbit. It is understood that the Government of the United States will permit United States industry to provide the equipment and related technology referred to, in accordance with United States laws, regulations and administrative procedures.

The Department of State avails itself of this opportunity to renew to the Embassy of Japan the assurances of its highest consideration.

Department of State,

Washington, December 3, 1980

[EXCHANGE OF LETTERS]

EMBASSY OF JAPAN
2520 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008
(202) 234-2266

December 3, 1980

Mr. Norman Terrell
Deputy Assistant Secretary
for Science and Technology,
Bureau of Oceans and International
Environmental and Scientific Affairs,
Department of State
Washington, D.C. 20520

Dear Mr. Terrell:

In connection with the note verbale of my Embassy dated December 3, 1980 concerning the equipment and related technology which the National Space Development Agency of Japan or Japanese industry under contract with the National Space Development Agency of Japan wishes to import into Japan from the United States of America for the development of the ETV-II and H-I launch vehicles, which will be used solely for peaceful purposes, I wish to state the following:

During the period of the 550 KG Class H-I/ETV-II program, it is the intention of the Government of Japan to use the United States Space Transportation System for those payloads requiring capacity in excess of that provided by the ETV-II or H-I launch vehicles, provided that the conditions of launch including launch dates and costs are reasonable.

As regards future cooperation between our two Governments during the period of the H-I launch vehicle program for a capability in excess of 550 KG, it is the intention of the Government of Japan to consult, when the program for such a launch vehicle is finalized, with the Government of the United States through diplomatic channels regarding such cooperation along the lines of the aforementioned note verbale and this side letter.

Sincerely yours,

H. Kurihara

Hiroyoshi Kurihara
Science Counselor

December 3, 1980

Sir,

I acknowledge receipt of your side letter dated December 3, 1980 which was provided as a supplementary explanation of the intentions of the Government of Japan in connection with your Embassy note no. P-71 dated December 3, 1980.

Sincerely,

(NORMAN TERRELL)

ISRAEL

Economic Assistance: Stability Grant

Agreement signed at Washington December 3, 1980;
Entered into force December 3, 1980.

A.I.D. Grant No:
271-K-615

AGREEMENT

BETWEEN

THE GOVERNMENT OF ISRAEL

and

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

acting through

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: December 3, 1980

AGREEMENT, dated the 3rd day of December 1980 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties".

WHEREAS, A.I.D. intends to provide a total of Seven Hundred Eighty-five Million United States Dollars ($785,000,000) as cash assistance to Israel during Fiscal Year 1981, subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed, and

WHEREAS, Congress has not made the entire amount of such funds available at this time,

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE I

The Grant

To support the economic and political stability of Israel, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, [1] agrees to grant to Israel under the terms of this Agreement not to exceed Three Hundred Ninety-five Million United States Dollars ($395,000,000) (the "Grant").

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1. Conditions Precedent

Prior to the disbursement of the Grant, or to the issuance by A.I.D. of documentation pursuant to which

[1] 75 Stat. 424; 22 U.S.C. § 2151.

disbursement will be made, Israel will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

A statement of the name of the person holding or acting in the office specified in Section 5.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 2.2. Notification

When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify Israel.

SECTION 2.3. Terminal dates for Conditions Precedent

If all of the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Israel.

ARTICLE III

Disbursement

SECTION 3.1. Disbursement of the Grant

After satisfaction of the conditions precedent, A.I.D. will deposit in a bank designated by Israel the sum of

Two Hundred Million United States Dollars ($200,000,000). Thereafter, on December 29, 1980, A.I.D. will deposit in such bank the sum of One Hundred Ninety-five Million United States Dollars ($195,000,000).

SECTION 3.2. Date of Disbursement

Disbursement by A.I.D. will be deemed to occur on the dates A.I.D. makes deposits to the bank designated by Israel in accordance with Section 3.1.

ARTICLE IV

Special Covenants

SECTION 4.1. No Use for Military Purposes

It is the understanding of the Parties that the Grant will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

SECTION 4.2. Use Only Within Pre-1967 Boundaries

Program uses of the Grant shall be restricted to the geographic areas which were subject to the Government of Israel administration prior to June 5, 1967.

ARTICLE V

Miscellaneous

SECTION 5.1. Communications

Any notice, request, document, or other communication submitted by either Party to the other under this

Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To Israel: Economic Minister
Embassy of Israel
1621 22nd Street, N.W.
Washington, D.C. 20008

To A.I.D.: Director, Office of Project Development
Bureau for Near East
Agency for International Development
Washington, D.C. 20523

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of written notice.

SECTION 5.2. Representatives

For all purposes relevant to this Agreement, Israel will be represented by the individual holding or acting in the Office of Economic Minister, Embassy of Israel, and A.I.D. will be represented by the individual holding or acting in the office of Director, Office of Project Development, Bureau for Near East, each of whom, by written notice, may designate additional representatives for all purposes.

The names of the representatives of Israel, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement,

until receipt of written notice of revocation of their authority.

SECTION 5.3. Amendment

This Agreement may be amended by the execution of written amendments by the authorized representatives of both of the Parties.

IN WITNESS WHEREOF, Israel and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: _____ [1]

Title: _____

UNITED STATES OF AMERICA

By: A. D. White [2]

Title: Acting Assistant Administrator
Bureau for Near East

[1] Dan Halpren.
[2] A. D. White.

ECUADOR

Tracking Station

Agreement extending the agreement of September 18, 1975.
Effected by exchange of notes
Dated at Quito December 4 and 16, 1980;
Entered into force December 16, 1980.

The Ecuadorean Ministry of Foreign Relations to the American Embassy

REPUBLICA DEL ECUADOR
MINISTERIO DE RELACIONES EXTERIORES

N° 64/80 -CAT

EL MINISTERIO DE RELACIONES EXTERIORES saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y, como alcance a la nota número 51/80-CAT, fechada el 10 de Septiembre del año en curso, tiene a honra comunicarle que está dispuesto a prorrogar por el lapso de un año más, a partir de la presente fecha, la vigencia del actual Acuerdo de Cooperación para la Observación y Rastreo de Satélites Espaciales, suscrito en Quito el 18 de Septiembre de 1975, hasta tanto pueda llegar a finiquitarse el texto del nuevo Convenio que regulará dicha cooperación bilateral.

EL MINISTERIO DE RELACIONES EXTERIORES aprovecha la oportunidad para renovar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

Quito, a 4 de Diciembre de 1980

REPUBLICA DEL ECUADOR · MINISTERIO DE RR. EE.

A la Honorable
EMBAJADA DE LOS ESTADOS UNIDOS
DE AMERICA,
Presente.-

TRANSLATION

Republic of Ecuador
Ministry of Foreign Relations

No. 64/80-CAT

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and, with reference to note No. 51/80-CAT of September 10, 1980, has the honor to inform the Embassy that it is willing to extend for one additional year from today's date the term of the current Agreement relating to the cooperative program in Ecuador for the observation and tracking of satellites and space vehicles, signed at Quito on September 18, 1975,[1] pending completion of the text of the new agreement that will regulate the aforementioned bilateral cooperation.

The Ministry of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Quito, December 4, 1980

[Initialed]

[SEAL]

Embassy of the
United States of America,
Quito, Ecuador.

[1] TIAS 8282; 27 UST 1835.

The American Embassy to the Ecuadorean Ministry of Foreign Relations

NO. 50

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Ecuador and has the honor to refer to the Ministry's Note No. 64/80 of December 4, 1980 concerning the Ministry's willingness to extend for one year, until December 4, 1981, the Agreement of September 18, 1975 relating to the Cooperative Program in Ecuador for the observation and tracking of satellites and space vehicles.

The Embassy of the United States of America is also willing to extend the Agreement for one year and with this exchange of notes considers the extension to be in effect.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Relations the assurances of its highest and most distinguished consideration.

Embassy of the United States of America

Quito, December 16, 1980

BOTSWANA

Space Cooperation: Vehicle Communications Facility

Agreement effected by exchange of notes
Signed at Houston December 4, 1980;
Entered into force December 4, 1980.

The Department of State to the Botswana Embassy

The Department of State refers the Embassy of Botswana to recent discussions between representatives of the Governments of the United States and Botswana concerning the establishment and operation of a space vehicle communications facility. Such a facility would become part of a world-wide tracking network in connection with the United States Space Transportation System based on the Space Shuttle. The facility would serve particularly for voice communication support to the astronauts and other Shuttle crew members enhancing both mission success probability and flight crew safety.

Accordingly, the Government of the United States proposes that this facility shall be established and operated in accordance with the following provisions:

1. Implementation of the activities provided for under this Agreement shall be conducted by Cooperating Agencies of each Government. On the part of the Government of the United States of America, the Cooperating

Agency will be the National Aeronautics and Space Administration. On the part of the Government of Botswana, the Cooperating Agency will be the Botswana Telecommunications Corporation.

2. The facility will consist of a pedestal and phased array helix antenna, operator console, ground to air transmitters and receivers.

3. The Government of Botswana, through the Botswana Telecommunications Corporation, will make available to the National Aeronautics and Space Administration, rights of way for the facility and a suitable site at an agreed location; the site to remain the property of the Government of Botswana.

4. Realizing the shortage of technical skills in the Republic of Botswana, the National Aeronautics and Space Administration undertakes to accept a limited number of Batswana for technical training in accordance with the United States Agency for International Development Southern African Manpower Development and Training Project No. 633-0069. The modalities and types of training will be determined as a result of discussions

between the National Aeronautics and Space Administration and the Botswana Telecommunications Corporation.

5. All costs of constructing, installing, equipping and operating the facility will be borne by the Government of the United States.

6. The telecommunications services of the Government of Botswana and its instrumentalities shall be used, to the maximum extent feasible, for the purposes of the activities under this Agreement. The operation of radio transmitting and receiving equipment at the facility shall comply with the requirements of the Botswana Telecommunications Corporation. The Government of Botswana shall take all means practicable to maintain the facility free from harmful radio interference.

7. The supplies, materials, equipment, and parts, introduced into or acquired in the Republic of Botswana by the United States of America for the facility shall be exempt from any taxes on ownership or use of property and any other taxes, excises or rates. The import, export, purchase, use or disposition of any such supplies, materials, equipment, and parts, used in connection with the facility shall be exempt, to the maximum extent compatible with the laws of the Republic of Botswana, from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property and other taxes or rates, or similar charges in the Republic of Botswana.

8. The United States Government shall retain title to equipment, materials, supplies and other movable property provided by it or acquired in the Republic of Botswana by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from the Republic of Botswana at its own expense and free from export duties or similar charges. Whenever any technical equipment or material used in the facility is declared by the United States Cooperating Agency to be excess to its operational needs, the material or equipment may be donated, in accordance with the laws and administrative procedures of the United States, to the Government of Botswana. If the latter shall not desire the property in that instance, any disposal of the property in Botswana by the Embassy of the United States of America should be accomplished under conditions acceptable to both Governments.

9. The facility shall be operated by the National Aeronautics and Space Administration, either directly or through a United States contractor. The Government of Botswana shall, in accordance with its immigration laws and regulations, take the necessary steps to facilitate the admission into and exit from Botswana of such United States personnel, including contractor personnel, as may be assigned by the United States

Cooperating Agency to visit or participate in the cooperative activities provided for under this Agreement. Any company, firm or individual employed, retained or financed by the Government of the United States of America for any purpose under the terms of this Agreement, shall be subject to income tax under the laws of Botswana in respect of income accruing, except for such amounts as may be exempted by the Minister responsible for Finance.

The entry into and removal from Botswana of the personal and household effects of such persons entering Botswana for the purposes of the activities under this Agreement shall be permitted free of custom duties, taxes and related charges to the extent possible in accordance with Botswana customs laws.

10. It is understood that the carrying out of this Agreement is subject to the availability of necessary funds.

11. Each Cooperating Agency may release public information regarding its own portion of the activity as desired and, insofar as the participation of the other agency is concerned, after suitable coordination.

12. In connection with the facility, the Cooperating Agencies are authorized to conclude supplementary arrangements concerning the modalities of operation and any tariffs pertaining thereto as required to carry out the activities of this Agreement.

13. The Government of the United States anticipates that the Station will be required for use until December 31, 1984. The Agreement will remain in force until that time and may be further extended by Agreement of the two Governments.

The Department of State suggests that if the Government of Botswana concurs in the proposals outlined above, the present note and confirmatory reply of the Government of Botswana shall constitute an Agreement between the two Governments on the matter."

[1] [2]

12/4/80 4/12/80

[1] Norman Terrell.
[2] L. M. Seretse.

The Botswana Embassy to the Department of State

EMBASSY OF BOTSWANA
CHANCERY
VAN NESS CENTER
4301 CONNECTICUT AVENUE, N.W. SUITE 404
WASHINGTON, D. C. 20008

TELEPHONE: (202) 244-4991
TELEGRAMS: BOTSEM, WASHINGTON, D. C.

OUR REFERENCE:
YOUR REFERENCE:

The Embassy of Botswana acknowledges receipt of the note dated December 4, 1980, from the Department of State, reading as follows:

"The Department of State refers the Embassy of Botswana to recent discussions between representatives of the Governments of the United States and Botswana concerning the establishment and operation of a space vehicle communications facility. Such a facility would become part of a world-wide tracking network in connection with the United States Space Transportation System based on the Space Shuttle. The facility would serve particularly for voice communication support to the astronauts and other Shuttle crew members enhancing both mission success probability and flight crew safety.

Accordingly, the Government of the United States proposes that this facility shall be established and operated in accordance with the following provisions:

1. Implementation of the activities provided for under this Agreement shall be conducted by Cooperating Agencies of each Government. On the part of the Government of the United States of America, the Cooperating

Agency will be the National Aeronautics and Space Administration. On the part of the Government of Botswana, the Cooperating Agency will be the Botswana Telecommunications Corporation.

2. The facility will consist of a pedestal and phased array helix antenna, operator console, ground to air transmitters and receivers.

3. The Government of Botswana, through the Botswana Telecommunications Corporation, will make available to the National Aeronautics and Space Administration, rights of way for the facility and a suitable site at an agreed location; the site to remain the property of the Government of Botswana.

4. Realizing the shortage of technical skills in the Republic of Botswana, the National Aeronautics and Space Administration undertakes to accept a limited number of Batswana for technical training in accordance with the United States Agency for International Development Southern African Manpower Development and Training Project No. 633-0069. The modalities and types of training will be determined as a result of discussions

(383)

between the National Aeronautics and Space Administration and the Botswana Telecommunications Corporation.

5. All costs of constructing, installing, equipping and operating the facility will be borne by the Government of the United States.

6. The telecommunications services of the Government of Botswana and its instrumentalities shall be used, to the maximum extent feasible, for the purposes of the activities under this Agreement. The operation of radio transmitting and receiving equipment at the facility shall comply with the requirements of the Botswana Telecommunications Corporation. The Government of Botswana shall take all means practicable to maintain the facility free from harmful radio interference.

7. The supplies, materials, equipment, and parts, introduced into or acquired in the Republic of Botswana by the United States of America for the facility shall be exempt from any taxes on ownership or use of property and any other taxes, excises or rates. The import, export, purchase, use or disposition of any such supplies, materials, equipment, and parts, used in connection with the facility shall be exempt, to the maximum extent compatible with the laws of the Republic of Botswana, from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property and other taxes or rates, or similar charges in the Republic of Botswana.

8. The United States Government shall retain title to equipment, materials, supplies and other movable property provided by it or acquired in the Republic of Botswana by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from the Republic of Botswana at its own expense and free from export duties or similar charges. Whenever any technical equipment or material used in the facility is declared by the United States Cooperating Agency to be excess to its operational needs, the material or equipment may be donated, in accordance with the laws and administrative procedures of the United States, to the Government of Botswana. If the latter shall not desire the property in that instance, any disposal of the property in Botswana by the Embassy of the United States of America should be accomplished under conditions acceptable to both Governments.

9. The facility shall be operated by the National Aeronautics and Space Administration, either directly or through a United States contractor. The Government of Botswana shall, in accordance with its immigration laws and regulations, take the necessary steps to facilitate the admission into and exit from Botswana of such United States personnel, including contractor personnel, as may be assigned by the United States

Cooperating Agency to visit or participate in the cooperative activities provided for under this Agreement. Any company, firm or individual employed, retained or financed by the Government of the United States of America for any purpose under the terms of this Agreement, shall be subject to income tax under the laws of Botswana in respect of income accruing, except for such amounts as may be exempted by the Minister responsible for Finance.

The entry into and removal from Botswana of the personal and household effects of such persons entering Botswana for the purposes of the activities under this Agreement shall be permitted free of custom duties, taxes and related charges to the extent possible in accordance with Botswana customs laws.

10. It is understood that the carrying out of this Agreement is subject to the availability of necessary funds.

11. Each Cooperating Agency may release public information regarding its own portion of the activity as desired and, insofar as the participation of the other agency is concerned, after suitable coordination.

12. In connection with the facility, the Cooperating Agencies are authorized to conclude supplementary arrangements concerning the modalities of operation and any tariffs pertaining thereto as required to carry out the activities of this Agreement.

13. The Government of the United States anticipates that the Station will be required for use until December 31, 1984. The Agreement will remain in force until that time and may be further extended by Agreement of the two Governments.

The Department of State suggests that if the Government of Botswana concurs in the proposals outlined above, the present note and confirmatory reply of the Government of Botswana shall constitute an Agreement between the two Governments on the matter."

CANADA

Navigation: Long Range Aid to Loran C Stations Near St. Marys River, Michigan-Ontario

Agreement extending the agreement of March 29, 1977.
Effected by exchange of notes
Signed at Ottawa October 28 and December 5, 1980;
Entered into force December 5, 1980;
Effective October 1, 1978.

19-198 O - 86 - 17

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 321 Ottawa, October 28, 1980

Sir:

I have the honor to refer to the Exchange of Notes between our two Governments of March 29, 1977,[1] constituting an Agreement for the establishment of Long Range Aids to Navigation (LORAN-C) Stations in the vicinity of the St. Marys River, Ontario and Michigan.

I propose that this Note and the reply of your Government indicating concurrence shall constitute an Agreement between our two Governments to renew the above-noted Agreement, with effect from October 1, 1978, for a further one year period until October 1, 1979.

It is further proposed that the Agreement shall continue in force thereafter subject to the right of either Government to terminate it at any time on six months' written notice to the other.

It is understood that the obligations undertaken by the designated cooperating agencies of our two Governments are subject to the availability of appropriated funds for such purposes.

Accept, Sir, the renewed assurances of my highest consideration.

[2]

The Honorable
Mark MacGuigan,
Secretary of State
for External Affairs,
Ottawa.

[1] TIAS 8560; 28 UST 2431.
[2] Kenneth M. Curtis.

The Canadian Secretary of State for External Affairs to the American Ambassador

The Secretary of State for External Affairs — Canada — Secrétaire d'Etat aux Affaires extérieures

Ottawa, December 5, 1980

No. GNT-767

Excellency,

I have the honour to acknowledge receipt of your Note No. 321 dated October 28, 1980 proposing that the Exchange of Notes between our two Governments, of March 29, 1977, constituting an Agreement for the establishment of Long Range Aids to Navigation (LORAN-C) Stations in the vicinity of the St. Marys River, Ontario and Michigan, be renewed with effect from October 1, 1978, for a further one year period until October 1, 1979 and continue in force thereafter subject to the right of either Government to terminate it at any time on six months' written notice to the other.

The Government of Canada accepts your proposal that our two Governments renew the Agreement on this subject, in accordance with the terms set out in the original Exchange of Notes, and as modified by this Exchange of Notes.

The Government of Canada further agrees that your Note, together with this reply, which is authentic in English

His Excellency Kenneth M. Curtis,
Ambassador of the United States of America,
Ottawa.

and French, shall constitute an Agreement between our two Governments which shall enter into force on the date of this Note with effect from October 1, 1978.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

Secretary of State for
External Affairs

[1] Mark MacGuigan.

French Text of the Canadian Note

The Secretary of State for External Affairs — Canada — Secretaire d'Etat aux Affaires exterieures

Ottawa, le 5 décembre 1980

No. GNT-767

Monsieur,

J'ai l'honneur d'accuser réception de votre Note No. 321 du 28 octobre, proposant que l'Echange de Notes du 29 mars 1977 qui constitue entre nos deux Gouvernements un Accord relatif aux stations d'aide à la navigation à grande distance (LORAN-C) à proximité de la rivière Sainte-Marie, en Ontario et au Michigan, soit renouvelé, avec effet au 1er octobre 1978, pour une période d'une année jusqu'au 1er octobre 1979 et reste en vigueur par la suite, sous réserve du droit de l'un ou l'autre Gouvernement de le dénoncer à tout moment moyennant un préavis écrit de six mois à l'autre Gouvernement.

Le Gouvernement du Canada accepte votre proposition voulant que nos deux Gouvernements renouvellent l'Accord relatif à cette question, en conformité avec les modalités exposées dans l'Echange de Notes originel et modifiées par le présent Echange de Notes.

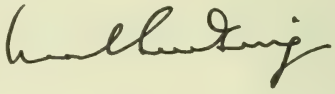
Le Gouvernement du Canada convient en outre que votre Note ainsi que la présente réponse, dont les versions

Son Excellence M. Kenneth M. Curtis,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

française et anglaise font également foi, constituent entre nos deux Gouvernements un Accord qui entrera en vigueur à la date de la présente Note, avec effet rétroactif au 1er octobre 1978.

Je vous prie d'agréer, Monsieur, les assurances renouvelées de ma très haute considération.

Le Secrétaire d'Etat aux
Affaires extérieures



TURKS AND CAICOS ISLANDS

Peace Corps

Agreement effected by exchange of letters
Dated at Washington April 17 and December 5, 1980;
Entered into force December 5, 1980.

The Director of the Peace Corps to the British Ambassador

Peace Corps

Washington, D.C. 20525

April 17, 1980

His Excellency
Sir Nicolas Henderson
Embassy of Great Britain
3100 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Excellency:

I have the honor to present for your approval the proposed Peace Corps Country Agreement with the Government in the Turks and Caicos Islands detailing the conditions under which Peace Corps Volunteers may live and work in the Islands. Also enclosed for your information is a memorandum explaining several of the standard provisions contained in the Agreement.

I understand that you have agreed to forward these documents for all the necessary concurrences from the Governor and the Government in the Turks and Caicos Islands and to represent said Government in the negotiations.

Accept, Sir, the renewed assurance of my highest consideration.

With best regards,

Richard F. Celeste

Enclosures

Peace Corps Country Agreement with the
Government in the Turks and Caicos Islands

EXCELLENCY:

I have the honor to refer to recent conversation between representatives of our two Governments concerning appropriate arrangements with respect to men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in the Turks and Caicos Islands. In these conversations your Government has indicated that it would welcome Peace Corps volunteers and volunteer leaders.

I have the honor to propose the following understandings with respect to the Peace Corps:

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government in the Turks and Caicos Islands and approved by the Government of the United States to perform mutually agreed tasks in the Turks and Caicos Islands. The volunteers will work under the immediate supervision of governmental or private organizations designated by our two Governments. The Government of the United States will provide training to enable the volunteers to perform these agreed tasks effectively.

2. The Government in the Turks and Caicos Islands will accord equitable treatment to Peace Corps Volunteers and volunteer leaders, both as to their persons and their property; afford them full aid and protection

including treatment no less favorable than that accorded generally to nationals of the United States residing in the Turks and Caicos Islands, and fully inform, consult and cooperate with the representatives of the Government of the United States of America with respect to all matters concerning the volunteers.

3. To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government in the Turks and Caicos Islands will receive a Peace Corps Representative and staff, and such personnel of United States' private organizations performing functions under this Agreement under contract with the Government of the United States as are acceptable to the Government in the Turks and Caicos Islands.

4. The Government in the Turks and Caicos Islands will exempt from taxes, customs duties and other charges in respect to vehicles, plant, equipment and supplies introduced into or acquired in the Turks and Caicos Islands by the Government of the United States, or any contractor financed by it, and used in connection with Peace Corps programs.

5. The Government in the Turks and Caicos Islands will exempt Peace Corps Volunteers, volunteer leaders, the Peace Corps Representative and staff, and personnel of United States private organizations performing under this Agreement from immigration fees, from all taxes on income derived from their Peace Corps work or from sources outside the Turks and Caicos Islands, and from all other taxes, charges and fees, except those included in the prices of equipment, supplies and services. The Government in the Turks and Caicos Islands will also exempt volunteers and volunteer leaders from all customs duties or other charges on their personal and household effects (excluding a motor vehicle) introduced into the Turks and Caicos Islands for their own use at or about the time of their arrival and up to six months after their arrival; and will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties, or other charges, on their personal and household effects introduced into the Turks and Caicos Islands for their own use at any time during their stay in the Turks and Caicos Islands as is accorded personnel of comparable rank and grade of the Consulate General of the United States. The Government in the Turks and Caicos Islands will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with

respect to the payment of customs duties or other charges on personal property introduced into the Turks and Caicos Islands for their own use as is accorded volunteers and volunteer leaders hereunder.

6. The Government in the Turks and Caicos Islands will exempt from investment and deposit requirements and currency controls and all taxes on the conversion of currency all funds introduced into the Turks and Caicos Islands for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of the Turks and Caicos Islands at the highest rate of exchange which is not unlawful in the Turks and Caicos Islands.

7. Appropriate representatives of the Government of the United States of America and the Government in the Turks and Caicos Islands may make from time to time such arrangements with respect to Peace Corps Volunteers and volunteer leaders and Peace Corps programs in the Turks and Caicos Islands as appear necessary or desirable for purposes of implementing this Agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

Finally, I have the honor to propose that, if these undertakings are acceptable to the Government in the Turks and Caicos Islands, this note and your Government's reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Government's reply note and which shall remain in force until ninety days after the date of written notification from either Government to the other of an intent to terminate it.

Accept, your Excellency, the renewed assurances of my highest consideration.

The British Embassy to the Peace Corps

Her Britannic Majesty's Embassy present their compliments to the Peace Corps and have the honour to inform them that the Government in the Turks and Caicos Islands can accept the provisions of the Peace Corps Country Agreement enclosed with the Peace Corps Note of 17 April 1980. This Note, and the Peace Corps Note of 17 April, shall constitute an Agreement between the Government in the Turks and Caicos Islands and the United States Government which shall enter into force today and which shall remain in force until ninety days after the date of written notification from either Government to the other of an intent to terminate it.

The Embassy avail themselves of this opportunity to renew to the Peace Corps the assurances of their highest consideration.

BRITISH EMBASSY
WASHINGTON D.C.
5 DECEMBER 1980

MULTILATERAL

Whaling: Amendments to the Schedule to the International Whaling Convention of 1946[1]

Adopted at the Thirty-second Meeting of the International Whaling Commission, Brighton, July 21–26, 1980;
Entered into force November 26, 1980.

[1] Except for certain amendments that entered into force Feb. 23, 1981 in accordance with article V, paragraph 3, of the convention. See RG/EE/3693, Nov. 26, 1980. [Footnote added by the Department of State.]

International Whaling Commission

Chairman
Thordur Asgeirsson (Iceland)
Vice-Chairman
M.C. Mercer (Canada)
Secretary
Dr Ray Gambell

The Red House,
Station Road, Histon,
Cambridge CB4 4NP

Telephone: 022023 3971
Telegrams: Interwhale Cambridge

Telex: 817960

RG/CAB/3540 27 August 1980

CIRCULAR COMMUNICATION TO CONTRACTING GOVERNMENTS

International Convention for the Regulation of Whaling, 1946 [1]
Amendments to the Schedule

At its 32nd Annual Meeting held in Brighton, 21 - 26 July 1980, the Commission agreed to the following amendments to the Schedule.

A. Substantive amendments [changes and new wording underlined]

1. New paragraph to precede the present paragraph 5 in Chapter III Capture, all succeeding paragraphs to be renumbered:

"The killing for commercial purposes of whales, except minke whales, using the cold grenade harpoon shall be forbidden from the beginning of the 1980/81 pelagic and 1981 coastal seasons."

2. New sub-paragraph (e) to be added to [old] paragraph 8:

"*(e)* Geographical boundaries for Bryde's whale stocks in the Southern Hemisphere and Northern Indian Ocean.

Indian Ocean

20°E to the Australian coast
40°S to the coast north of the Equator

Solomon Islands

150°E to 170°E
20°S to 10°S

Western South Pacific

Australian coast to 150°W
40°S to the Equator
(excluding the Solomon Islands stock area)

[1] TIAS 1849, 4228; 62 Stat. 1716; 10 UST 952. [Footnote added by the Department of State.]

Peruvian

110°W to the South American coast
10°S to 10°N

Eastern South Pacific

150°W to the South American coast
40°S to the Equator
(excluding the Peruvian stock area)"

3. New sentence to be added to [old] sub-paragraph 9(d):

"This moratorium applies to sperm whales, killer whales and baleen whales, excluding minke whales."

4. Amend Schedule Tables 1 and 2 and reorganise into three tables as shown in Appendix 1 of this document.

5. Replace [old] sub-paragraph 12(a) with the following:

"For the years 1981 through 1983, inclusive, the total number of whales landed shall not exceed 45 and the total number of whales struck shall not exceed 65, provided, however, that in any one year the number of whales landed shall not exceed 17."

6. Revise Schedule Appendix A as shown in Appendix 2 of this document by amending Table 1 and adding Table 2.

B. Legal Revision of the Schedule

The revision and re-organisation of the Schedule proposed by the Technical Committee Working Group as circulated by the Secretary in a Communication dated 26 October 1979 (ref: RG/CAB/2752) was adopted with two changes. Together with the insertion of a date in [old] paragraph 5, the addition of a sentence to [old] paragraph 12, and certain consequential changes resulting from the decisions detailed in section A above, the revisions adopted are as follows:

CHAPTER I. INTERPRETATION (paragraph 1)

Divide the listing into three parts: baleen whales, toothed whales, and general. Under the first two parts, the various whale species are listed alphabetically. Under the third part the following terms are included, in this order:

"strike" means to penetrate with a weapon used for whaling.

"take" means to flag, buoy or make fast to a whale catcher.

"land" means to retrieve to a factory ship, land station, or other place where a whale can be treated.

"lose" means to either strike or take but not land.

"dauhval" [definition unchanged].

"lactating whale" [definition unchanged].

"small-type whaling" [definition unchanged].

The terms "lost whale" and "whales taken" are deleted from the list of definitions.

CHAPTER II. SEASONS

Re-arrange in following order:

"Factory Ship Operations

2. (a)
(b) (with consequential changes)
(c)
(d)

4. (to be renumbered as "3" and to read ". . . as provided in paragraphs 12 and 17 . . .")

Land Station Operations

3. (a) (to be renumbered as "4. (a)")
(b)
(c)
(d)
(e) (with consequential change from deletion of [old] Paragraph 7)

Other Operations

2. (e) (to be renumbered as "5")"

CHAPTER III. CAPTURE

Insert a date in the last sentence of [old] paragraph 5:

"This prohibition will apply for 10 years from 24 October 1979 with the provision for a general review after 5 years, unless the Commission decides otherwise."

Delete paragraph 7 and revise [old] paragraph 8 as follows:

"9. (a) Classification of Areas

Areas relating to Southern Hemisphere baleen whales are those waters between the ice-edge and the equator and between the meridians of longitude listed in Table 1.

(b) Classification of Divisions

Divisions relating to Southern Hemisphere sperm whales are those waters between the ice-edge and the equator and between the meridians of longitude listed in Table 3.

(c) Geographical Boundaries in the North Atlantic

The geographical boundaries for the fin, minke and sei whale stocks in the North Atlantic are:
... "

Delete the numbering of the individual stocks and divisions in [old] paragraphs 8(c) and (d), and amend [old] paragraph 8(d) Sperm Whale Stocks, Eastern Division to read:

"East of the line described above."

Amend the fourth paragraph in [old] paragraph 9(a) to read:

"10. (a) ...

For stocks at or above the MSY stock level, the permitted catch shall not exceed 90 percent of the MSY. For stocks between the MSY stock level and 10 percent below that level, the permitted catch shall not exceed ... falls short of the MSY stock level."

Amend [old] paragraph 9(c) to read:

"10. (c) A Protection Stock ... below MSY stock level.

There shall be no commercial whaling on Protection Stocks.

Stocks so classified are listed in Tables 1, 2 and 3 of this Schedule

Amend [old] paragraph 10 to read:

"11. The number of baleen whales taken in the Southern Hemisphere in the 1980/81 pelagic season and the 1981 coastal season shall not exceed the limits shown in Tables 1 and 2. However, in no circumstances shall the sum of the Area catches exceed the total catch limit for each species."

Revise [old] paragraph 12 to read:

"13. (a) Notwithstanding the provisions of paragraph 10

(i) the taking of 10 humpback whales ... less than 50 gross register tonnage are used for this purpose;

(ii) the taking of bowhead whales from the Bering Sea stock by aborigines is permitted, but only when the meat and products ... consumption by the aborigines, and further provided that:

(1) [as set out in section A5 of this document]

(2) it is forbidden to strike, take or kill calves or any bowhead whale accompanied by a calf.

(b) The taking of gray whales from the Eastern stock in the North Pacific is permitted, but only by aborigines or a Contracting Government on behalf of aborigines, and then only when the meat and products of such whales are to be used exclusively for local consumption by the aborigines. The number of gray whales taken in accordance with this sub-paragraph in 1981 shall not exceed the limit shown in Table 1.

Amend footnote 5 in Table 1 to read:

"[5] Available to be taken by aborigines or a Contracting Government on behalf of aborigines pursuant to paragraph 13(b)."

Amend [old] paragraph 14(b) to read:

"15(b) It is forbidden ... Northern Hemisphere; except that fin whales of not less than 55 feet (16.8 metres) may be taken in the Southern Hemisphere for delivery to land stations and fin whales of not less than 50 feet (15.2 metres) may be taken in the Northern Hemisphere for delivery to land stations ... "

Amend [old] paragraph 15 to read:

"16. The number of sperm whales taken in the Southern Hemisphere in the 1980/81 pelagic season and the 1981 coastal season shall not exceed the limits shown in Table 3."

CHAPTER IV. TREATMENT

Revise [old] paragraph 19(a) to read:

"20. (a) It is forbidden to use a factory ship or a land station for the purpose of treating any whales which are classified as Protection Stocks in paragraph 10 or are taken in contravention of paragraphs 2, 3, 4, 5, 6, 7, 8, 11, 12, 16 and 17 of this Schedule, whether or not taken by whale catchers under the jurisdiction of a Contracting Government."

Revise the beginning of [old] paragraph 19(b) to read:

"20. (b) All other whales taken, except minke whales, shall ... "

CHAPTER VI. INFORMATION REQUIRED

Amend [old] paragraphs 25, 26, 28 and 29 as follows:

"26. (a) All Contracting Governments shall report to the Commission for all whale catchers operating in conjunction with factory ships and land stations, the following information:

(i) Methods used to kill each whale, other than a harpoon, and in particular compressed air.

(ii) Number of whales struck but lost.

(b) A record similar ... shall be entered therein as soon as available, and forwarded by Contracting Governments to the Commission."

"27. (a) Notification shall be given ... of data on the number of baleen whales by species taken in any waters ... "

"29. (a) Notification shall be given in accordance with the provisions of Article VII of the Convention with regard to all factory ships and catcher ships of the following statistical information:

(b) If it appears ". . . permitted by paragraph 11 . . ."

(1) The name and gross tonnage of each factory ship.

(2) For each catcher ship attached to a factory ship or land station:

(i) the dates on which each is commissioned and ceases whaling for the season,

(ii) the number of days on which each is at sea on the whaling grounds each season,

(iii) the gross tonnage, horsepower, length and other characteristics of each; vessels used only as tow boats should be specified.

(3) A list of the land stations which were in operation during the period concerned, and the number of miles searched per day by aircraft, if any.

(b) The information required under paragraph (a)(2)(iii) should also be recorded together with the following information, in the log book format in Appendix A, and forwarded to the Commission:

(1) Where possible the time spent each day on different components of the catching operation,

(2) Any modifications of the measures in paragraphs (a)(2)(i) - (iii) or (b)(1) or data from other suitable indicators of fishing effort for "small-type" whaling operations."

"30. (d) Contracting Governments shall ... and report to the Commission on the results of such analyses."

C. Other Consequential Amendments

1. Amend [new] paragraph 9(b) to read:

" ... listed in Table 3."

2. Amend [new] paragraph 9(c) to reflect the changes in North Atlantic minke whale stock names:

for "East Greenland-Iceland-Jan Mayen" read Central

for "Svalbard-Norway-British Isles" read Northeastern

3. The recognition of the Eastern North Atlantic Stock of sei whales in Table 1 should be reflected by designation of its geographical boundaries in [new] paragraph 9(c) sei whale stocks:

"Eastern

East of a line through:

20°N 18°W, 60°N 18°W, 68°N 3°E, 74°N 3°E,

and North of a line through:

74°N 3°E, 74°N 22°W."

4. Amend the last lines of [new] paragraph 10(a) third paragraph and 10(b) second paragraph to read:

" ... listed in Tables 1, 2 and 3 of this Schedule."

5. Amend [new] paragraph 10(d) to read:

"Notwithstanding the other provisions of paragraph 10 ... "

6. Amend [new] paragraph 12 to read:

"The number of baleen whales taken in the North Pacific Ocean and dependent waters in 1981 and in the North Atlantic Ocean in 1981 shall not exceed the limits shown in Tables 1 and 2."

7. Amend [new] paragraph 17 to read:

"The number of sperm whales taken in the North Pacific Ocean and dependent waters in 1981 and in the North Atlantic Ocean in 1981 shall not exceed the limits shown in Table 3."

8. Amend [new] paragraph 25(a)(iii) to read:

" ... pursuant to sub-paragraph 21(b)."

9. Amend [new] paragraph 25(b)(ii) to read:

" ... pursuant to paragraph 24."

These amendments become effective with respect to each Contracting Government ninety days following the date of this letter, in accordance with Article V of the Convention, unless any Contracting Government lodges an objection, in which case the procedure under Article V, paragraph 3 of the Convention will be followed.

The ninety days period will expire on 25 November 1980. In the absence of objections by that date the amendments will become effective. Contracting Governments will be notified accordingly.

Contracting Governments are reminded that Article V paragraph 3 of the Convention requires them to acknowledge receipt of this notification of amendments, a copy of which is being sent to each Commissioner.

Ray Gambell

Dr. R. Gambell
Secretary to the Commission

Comments by the Secretary

1. The geographical boundaries for the Bryde's whale stocks now recognised in the Southern Hemisphere and Northern Indian Ocean will require some clarification in the future:

   (a) The South Atlantic stock area is not defined.

   (b) The Australian coast(s) mentioned in the Indian Ocean and Western South Pacific Stock areas is/are not clearly identified.

2. The North Pacific minke whale stock areas are not defined at present.

3. Since the Commission at its 31st Annual Meeting adopted a moratorium on factory ship whaling except for minke whales [new] paragraph 9(d), reference to sperm whales in paragraph 2(b) and the whole of paragraph (c) appear to be redundant. Similarly, the provisions of paragraph 2(a) are also superfluous at the present time. The Commission may wish to delete all these together with the reference in paragraph 2(a)(ii). The consequential deletion of references in paragraph 2(b) and the fact that the existing reference to paragraph 2(e) [now renumbered 5] is proposed for identification under "small-type whaling" suggests that only paragraph 2(d) needs to be retained in the section on factory ship operations.

4. The Commission may wish to revise the style of [new] paragraph 7 to bring the designation of the latitudinal and longitudinal limits into conformity with the remainder of the Schedule.

5. [New] sub-paragraph 10(d) includes the words "excluding minke whales", whereas the term used in similar contexts (2(a), 4(b), 3) is "except". The Commission may wish to be consistent in its phraseology.

6. The Legal Working Group noted that the revision of [new] paragraph 20 does not deal with the policy question of whether or not, for example a Protected whale which is taken by accident should be treated and then reported as an infraction, rather than left unutilised and perhaps a hazard to navigation.

7. The Legal Working Group also recommended that the Commission review the description of whale processing contained in [new] paragraph 20(b) to reflect current practice and to encourage complete utilisation of the whales landed.

Appendix 1

TABLE 2. BRYDE'S WHALE STOCK CLASSIFICATION AND CATCH LIMITS

SOUTHERN HEMISPHERE AND NORTHERN INDIAN OCEAN
1980/81 pelagic season and 1981 coastal season

	Classification	Catch Limit
South Atlantic Stock	IMS	0
Indian Ocean Stock	IMS	197
Solomon Islands Stock	IMS	0
Western South Pacific Stock	IMS	237
Peruvian Stock	SMS	264
Eastern South Pacific Stock	IMS	188
NORTH PACIFIC - 1981 season		
Eastern Stock	IMS	0[1]
Western Stock	SMS	510
East China Sea Stock	SMS[2]	19
NORTH ATLANTIC - 1981 season	IMS	0[1]

[1] Pending a satisfactory estimate of stock size.

[2] Provisionally listed as SMS for 1981.

TABLE 1. BALEEN WHALE STOCK CLASSIFICATIONS AND CATCH LIMITS (excluding Bryde's whales)

SOUTHERN HEMISPHERE - 1980/81 pelagic season and 1981 coastal season

AREA	LONGITUDES	SEI		MINKE		FIN		BLUE	HUMPBACK	RIGHT, BOWHEAD, PYGMY RIGHT	GRAY	
		Classification	Catch limit	Classification	Catch limit	Classification	Catch limit	Classification	Classification	Classification	Classification	Catch limit
I	120°W - 60°W	PS	0	-	910	PS	0	PS	PS	PS	-	-
II	60°W - 0°W	PS	0	-	1,176	PS	0	PS	PS	PS	-	-
III	0° - 70°E	PS	0	-	1,237	PS	0	PS	PS	PS	-	-
IV	70°E - 130°E	PS	0	-	2,386	PS	0	PS	PS	PS	-	-
V	130°E - 170°W	PS	0	-	1,250	PS	0	PS	PS	PS	-	-
VI	170°W - 120°W	PS	0	-	467	PS	0	PS	PS	PS	-	-
Total catch not to exceed:			0		7,072		0	0	0	0		
NORTHERN HEMISPHERE - 1981 season												
ARCTIC		-	-	-	-	-	-	-	-	PS	-	-
NORTH PACIFIC												
Whole region		PS	0	-	-	PS	0	PS	PS	PS		-
Okhotsk Sea-West Pacific Stock		-	-	SMS	421[1]	-	-	-	-	-	-	-
Sea of Japan-Yellow Sea-East China Sea Stock		-	-	SMS[2]	940[3]	-	-	-	-	-	-	-
Remainder		-	-	IMS	0[4]	-	-	-	-	-	-	-
Eastern Stock		-	-	-	-	-	-	-	-	-	SMS	179[5]
Western Stock		-	-	-	-	-	-	-	-	-	PS	0
NORTH ATLANTIC												
Whole region		-	-	-	-	-	-	PS	PS	PS	-	-
West Greenland Stock		-	-	SMS	444[6]	SMS[2]	6	-	-	-	-	-
Newfoundland-Labrador Stock		-	-	-	-	IMS	90	-	-	-	-	-
Canadian East Coast Stock		-	-	-	0[7]	-	-	-	-	-	-	-
Nova Scotia Stock		PS	0	-	-	PS	0	-	-	-	-	-
Central Stock		-	-	SMS	320	-	-	-	-	-	-	-
East Greenland-Iceland Stock		-	-	-	-	SMS	304[8]	-	-	-	-	-
Iceland-Denmark Strait Stock		SMS	100[9]	-	-	-	-	-	-	-	-	-
Spain-Portugal-British Isles Stock		-	-	-	-	SMS	240[10]	-	-	-	-	-
Northeastern Stock		-	-	SMS	1,790	-	-	-	-	-	-	-
West Norway-Faroe Islands Stock		-	-	-	-	PS	0	-	-	-	-	-
North Norway Stock		-	-	-	-	SMS	61	-	-	-	-	-
Eastern Stock		-	0	-	-	-	-	-	-	-	-	-
NORTHERN INDIAN OCEAN		-	-	-	-	-	-	PS	PS	PS	-	-

1 The total catch of minke whales shall not exceed 1,678 in the five years 1980 to 1984 inclusive.
2 Provisionally listed as SMS for 1981.
3 The total catch of minke whales shall not exceed 3,634 in the five years 1980 to 1974 inclusive.
4 Pending a satisfactory estimate of stock size.
5 Available to be taken by aborigines or a Contracting Government on behalf of aborigines pursuant to paragraph 13b.
6 The total catch of minke whales shall not exceed 1,778 in the five years 1981 to 1985 inclusive.
7 Pending submission of data leading to an adequate assessment.
8 The total catch of fin whales shall not exceed 1,524 in the six years 1977 to 1982 inclusive.
9 The total catch of sei whales shall not exceed 504 in the six years 1980 to 1985 inclusive.
10 The total catch of fin whales shall not exceed 440 in the two years 1980 and 1981.

Appendix 1

TABLE 3. TOOTHED WHALE STOCK CLASSIFICATIONS AND CATCH LIMITS

Southern Hemisphere 1980/81 pelagic season and 1981 coastal season

Divisions	Longitudes	SPERM Classification	SPERM Catch limit	BOTTLENOSE Classification
1	60°W - 30°W	-	-	-
2	30°W - 20°E	-	-	-
3	20°E - 60°E	-	-	-
4	60°E - 90°E	-	-	-
5	90°E - 130°E	-	-	-
6	130°E - 160°E	-	-	-
7	160°E - 170°W	-	-	-
8	170°W - 100°W	-	-	-
9	100°W - 60°W	-	300[1]	-

Northern Hemisphere - 1981 season

NORTH PACIFIC				
Western Division	males	-	890[2,3]	-
	females	-	0	-
Eastern Division	males	-	0	-
	females	-	0	-
NORTH ATLANTIC	males	-	130	) PS[4]
	females	-	-	)
NORTHERN INDIAN OCEAN		-	0	-

[1] The catch in 1982 shall be zero.

[2] Included within this figure there may be a by-catch of females not to exceed 11.5% and all whaling operations for this species are to cease when the by-catch is reached.

[3] It is forbidden to take or kill any sperm whale from this stock over 45 feet (13.7 metres) in length in the 1981 season.

[4] Provisionally listed as PS for 1981 pending the accumulation of sufficient information for classification.

DAILY RECORD SHEET TABLE 1

Date..... Catcher name..... Sheet No.....

Searching:	Time started (or resumed) searching					
	*Time whales seen or reported to catcher					
	Whale species					
	Number seen and no. of groups					
	Position found					
	Name of catcher that found whales					
Chasing:	Time started chasing (or confirmed whales)					
	Time whale shot or chasing discontinued					
	Asdic used (Yes/No)					
Handling:	Time whale flagged or alongside for towing					
	Serial No. of catch					
Towing:	Time started picking up					
	Time finished picking up or starting towing					
	Date and time delivered to factory					
Resting:	Time stopped (for drifting or resting)					
	Time finished drifting/resting					
	Time ceased operations					

WEATHER CONDITIONS

	Time	Sea state	Wind force and direction	Visibility
Total searching time				
Total chasing time				
A) with asdic				
B) without asdic				
Total handling time				
Total towing time				
Total resting time				
Other time (e.g. bunkering, in port)				

Whales Seen (No. and No. of schools)

Blue.....	Bryde.....
Fin.....	Minke.....
Humpback.....	Sperm.....
Right.....	Others.....
Sei.....	(specify) .....

Signed.....

* Time whales reported to catcher means the time when the catcher is told of the position of a school and starts to move towards it to chase it.

Appendix 2

SCHOOLING REPORT TABLE 2

To be completed by pelagic expedition or coastal station for each sperm whale school chased. A separate form to be used each day.

Name of expedition or coastal station .....

Date ..... Noon position of factory ship .....

Time School Found .....

Total Number of Whales in School .....

Number of Takeable Whales in School .....

Number of Whales Caught from School by each Catcher .....

Name of Catcher .....

Name of Catcher .....

Name of Catcher .....

Name of Catcher .....

Total Number caught from school .....

Remarks:

Explanatory Notes

A. Fill in one column for each school chased with number of whales caught by each catcher taking part in the chase; if catchers chase the school but do not catch any whales from it, enter 0; for catchers in fleet which do not chase that school enter X.

B. A school on this form means a group of whales which are sufficiently close together that a catcher having completed handling one whale can start chasing another whale almost immediately without spending time searching. A solitary whale should be entered as a school of 1 whale.

C. A takeable whale is a whale of a size or kind which the catchers would take if possible. It does not necessarily include all whales above legal size, e.g. if catchers are concentrating on large whales only these would be counted as takeable.

D. Information about catchers from other expeditions or companies operating on the same school should be recorded under Remarks.

RG/EE/3682 24 November 1980

CIRCULAR COMMUNICATION TO CONTRACTING GOVERNMENTS

Result of Postal Vote to Amend the Schedule

The Secretary has been instructed by the Chairman of the Commission to announce the result of the postal vote proposed by the Government of the United States of America to amend the Schedule Table of Toothed Whale Stock Classifications and Catch Limits for the 1980/81 pelagic season and 1981 coastal season so that Division 1 - 8 stocks of sperm whales in the Southern Hemisphere shall be unclassified and that catch limits for each of these stocks of sperm whales shall be zero (see Circular Communication dated 10 October 1980, ref: RG/CAB/3616).[1]

There were received 18 votes in favour of the proposal and 2 abstentions.

In voting for the proposal, the Commissioner for Brazil stated that:

"It is the understanding of the Brazilian Government that the USA amendment to the Schedule, which is justified by the inability of the Scientific Committee to recommend an appropriate quota for sperm whales, is solely applicable to the 1981 whaling season".

Japan asked that the reason for its abstention be recorded as follows:

"The Government of Japan cannot accept the idea of this proposal to set up a zero quota for sperm whales in Divisions 1 - 8 of the Southern Hemisphere without any appropriate discussion on a scientific basis in the IWC, even if the sperm whales concerned are not caught by any country".

[1] Not printed herein. [Footnote added by the Department of State.]

An amendment to the Schedule requires a three-quarters majority for it to become effective, and Rule C.3 of the Commission's Rules of Procedure states that:

"Between meetings of the Commission or in the case of emergency, a vote of the Commissioners may be taken by post, or other means of communication in which case the necessary simple, or where required three-fourths majority, shall be of the total number of Commissioners".

The proposal therefore received a sufficient number of votes to achieve the required majority of the 24 members of the Commission.

This amendment becomes effective with respect to each Contracting Government ninety days following the date of this letter, in accordance with Article V paragraph 3 of the Convention, unless any Contracting Government lodges an objection, in which case the procedure under Article V paragraph 3 of the Convention will be followed.

The ninety days period will expire on 22 February 1981. In the absence of objections by that date the amendments will become effective. Contracting Governments will be notified accordingly.

Contracting Governments are reminded that Article V paragraph 3 of the Convention requires them to acknowledge receipt of this notification of amendment, a copy of which is being sent to each Commissioner.

Ray Gambell

Dr. R. Gambell
Secretary to the Commission

RG/EE/3790 23 February 1981

CIRCULAR COMMUNICATION TO CONTRACTING GOVERNMENTS

International Convention for the Regulation of Whaling, 1946

Amendments to the Schedule

The Secretary refers to his Circular Communications dated 24 November 1980 and 26 November 1980 [1] (refs: RG/EE/3682 and 3693).

No objections have been lodged to the amendment to the Schedule concerning the Table of Toothed Whale Stock Classifications and Catch Limits for the 1980/81 pelagic season and 1981 coastal season for the sperm whale stocks in Divisions 1 - 8 of the Southern Hemisphere as adopted by postal vote (Unclassified with zero catch limits). This amendment therefore becomes binding on all Contracting Governments from 23 February 1981.

No further objections have been received following the notice from the Government of the Republic of Korea of an objection to the new paragraph to precede the previous paragraph 5:

> "The killing for commercial purposes of whales, except minke whales, using the cold grenade harpoon shall be forbidden from the beginning of the 1980/81 pelagic and 1981 coastal seasons".

This paragraph therefore becomes binding on all Contracting Governments other than the Republic of Korea from 23 February 1981.

A revised edition of the Schedule to the Convention will now be printed to replace the issue dated February 1980 and will be distributed as soon as it is available.

The Secretary requests an acknowledgement of this Communication, a copy of which is also being sent to all Commissioners.

Kay Gambell

Dr. R. Gambell
Secretary to the Commission

[1] Not printed herein. [Footnote added by the Department of State.]

MULTILATERAL

Defense: EURO-NATO Joint Jet Pilot Training

Memorandum of understanding signed at Brussels December 9, 1980;
Entered into force December 9, 1980.

MEMORANDUM OF UNDERSTANDING

(MOU)

between

Minister of National Defence of the Kingdom of Belgium	Minister of Defence of the Kingdom of The Netherlands
Minister of National Defence of Canada	Minister of Defence of the Kingdom of Norway
Minister of Defence of the Kingdom of Denmark	Minister of Defence of Portugal
Federal Minister of Defence of the Federal Republic of Germany	Minister of National Defence of the Republic of Turkey
Minister of Defence of the Hellenic Republic	Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland
Minister of Defence of the Republic of Italy	Secretary of Defense of the United States of America

Concerning

The EURO-NATO Joint Jet Pilot Training (ENJJPT) Program.

PREAMBLE

The undersigned nations, in response to the 17 May 1978 decision of the EURO Group Defence Ministers, acting in the spirit of the North Atlantic Treaty,[1] undertake to participate in a cooperative training program for jet pilots, to be known as the EURO-NATO Joint Jet Pilot Training Program. The purpose of the Program is the training of jet pilots of the armed forces of the Signatory nations in furtherance of NATO rationalization and standardization through mutual cooperation.

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241.

SECTION 1

STATUS OF FORCES

"THE AGREEMENT BETWEEN THE PARTIES TO THE NORTH ATLANTIC TREATY REGARDING THE STATUS OF THEIR FORCES [1] (NATO SOFA)", is applicable to the Program. For the purposes of this MOU, the United States will be the Host.

SECTION 2

PROGRAM

1. The Program will be located at Sheppard Air Force Base in the United States. All of the participating Armed Forces, including the United States Air Force, will be the Users.

2. The Program will be composed of Undergraduate Pilot Training (UPT) and Pilot Instructor Training (PIT). It will commence in calendar year 1981. A detailed description of the Program will be included in a Plan of Operation (PO).

3. Fighter Lead-In Training (LIT) and Instrument Flight Simulators (IFS) may in the future be added to the Program. Since LIT and IFS will require initial capital expenditures proportionately shared by the Users, they will be the subject of an amendment to this MOU.

SECTION 3

FACILITIES AND EQUIPMENT

1. The Users will determine jointly the facilities, and equipment, including any modifications, additions or extensions thereto, which will be required for the efficient and economic

[1] Signed June 19, 1951. TIAS 2846; 4 UST 1792.

19-198 O - 86 - 18

functioning of the ENJJPT Program, and the identity of the User which will provide particular facilities and equipment.

2. The German Air Force assets currently located at Sheppard AFB will be provided for the Program.

3. The Host will provide facilities at Sheppard AFB and equipment not provided by other Users.

4. a. Aircraft, Instrument Trainers and related support equipment required for the Program will be modified to the USAF approved standard configuration prior to being utilized in the Program. These modifications, if any, will be paid for by the User owning the assets.

b. Subsequent modifications of Aircraft, Instrument Trainers and related support equipment will be accomplished by the Host, and will be charged to the Program. Safety of Flight, Mission Essential and Logistic Essential modifications, as defined in the PO, will be accomplished by the Host without prior Steering Committee approval. Any other modifications will require Steering Committee approval prior to accomplishment.

5. All aircraft and equipment used in the Program will bear a USAF marking.

6. a. The Host will operate, maintain and support all the above mentioned facilities and equipment.

b. The Host will maintain records on all Program aircraft and equipment in accordance with USAF systems and procedures.

SECTION 4

PERSONNEL

1. The Users will determine annually the number of students to be trained within the capacity of the base.

2. The Host will determine the numbers of personnel required for ENJJPT. The Users may examine the personnel establishment.

3. The Users will provide their proportionate share of wing instructor personnel. However, if Users are unable to fill their entire proportionate share, cooperative arrangements will be made to alleviate these proportionate share shortfalls. National allocation of wing instructor personnel posts will be determined jointly by the Users.

4. Except as otherwise agreed among the Users, the Host will provide all personnel other than wing instructor personnel.

5. Each User is authorized, in consultation with the Host, to provide at its own expense an ENJJPT Liaison Staff for national purposes at Sheppard AFB. The other Users will be informed of personnel stationed at Sheppard AFB for national purposes.

SECTION 5

ADMINISTRATION OF THE PROGRAM

1. The Host will be responsible for the conduct of operations and training, taking into account the requirements of all Users. The Users will jointly develop course training standards, training syllabi and training programs.

2. The Users will establish an ENJJPT Steering Committee (ENJJPTSC) to provide policy formulation and to oversee and monitor the achievement of the Program. The Terms of Reference of the ENJJPTSC will be included in the PO.

SECTION 6

COMMAND AND CONTROL

Headquarters Air Training Command, USAF (HQ ATC) will manage the Program. There will be an ENJJPT Wing Commander who will be responsible to HQ ATC. The Host will provide the Wing Commander and the Deputy Commander for Maintenance. The Users will provide the Deputy Commander for Operations and his subordinate officers. Each User will designate a Senior National Representative (SNR). Provisions relating to jurisdiction and discipline will be contained in the PO.

SECTION 7

PLAN OF OPERATION

The MOU will be supplemented by a PO which will include appropriate detail of the Program. The PO may be updated from time to time as determined by the ENJJPTSC. In the case of conflict between the MOU and the PO, the MOU governs.

SECTION 8

FINANCE

1. CAPITAL EXPENDITURE.

a. A capital expenditure, for the purposes of this Program, is defined as any jointly approved expenditure for modifications, additions or extensions to the existing facilities

and equipment with the exception of those described in Section 3, paragraph 4b. Program capital expenditures will be borne by the Users and will be allotted to each User in proportion to its share of the estimated total 5 year direct flying hour program, beginning with the year for which funds are required. The ENJJPTSC will review these shares at the end of the 5 year period and proper adjustments among the Users will be made as necessary.

b. All costs of facility construction or expansion desired by and for the exclusive use of a User will be borne by that User.

c. In accordance with standard NATO procedures, the Host will investigate whether proposed capital expenditures come within the criteria for NATO funding, and if these criteria are met, the Host will seek NATO funding as a reimbursement to the Program.

d. The method for depreciating the investments made pursuant to paragraph 1a. above; the determination of an economic life; and, based on the foregoing, the means of crediting Users for their share of any residual value of the investments will be agreed upon prior to submitting such investments for approval.

2. OPERATION AND MAINTENANCE (O&M) COSTS.

a. The O&M costs, for the purposes of this Program, are all costs which are directly related to operating and maintaining the Program. Such costs consist of modifications as described in Section 3, paragraph 4b, costs of assigned personnel (except Wing

Instructor personnel), and other costs directly attributable to the operation and maintenance of the training facility and the equipment employed for the purpose of the training.

b. The O&M costs of the Program will be shared by the Users in proportion to their shares of the annual direct flying hours as described in the PO.

c. Each User will bear the costs of its proportionate share of wing instructor personnel. To the extent that a User does not provide its proportionate share, that User will be charged or credited as described in the PO.

d. A charge of 4% of their annual O&M costs will be levied for the use of GAF and USAF aircraft, instrument trainers and related support equipment on the other Users. Receipts from this charge will be shared between the GAF and USAF on a proportionate basis. If after Program initiation any other User desires to contribute any aircraft, instrument trainers or related support equipment, its share of the 4% charge will be reduced as described in the PO.

3. PAYMENT OF PERSONNEL. Each User will be responsible for the payment of pay and allowances of its own IPs, students and staff personnel assigned to the ENJJPT Program and personnel attached for national purposes. The payment of the students, and personnel attached for national purposes, will not be included in any cost sharing arrangements.

4. ADMINISTRATIVE SURCHARGE. Administrative surcharges will not be levied.

5. FINANCIAL MANAGEMENT. The Host will perform the overall financial management of the Program. Detailed financial management procedures will be developed by the Host, approved by all Users and included in the PO.

6. FISCAL YEAR. The Program fiscal year will be from 1 October to 30 September.

SECTION 9

HOUSING AND MESSING

1. The Host will provide on-base housing for non-Host personnel and their dependents on the same basis of availability and priority as for the personnel of the Host.

2. Non-Host personnel assigned or attached to the ENJJPT will pay directly for messing and accommodation in the same way as the personnel of the Host.

SECTION 10

MEDICAL AND DENTAL CARE

1. Medical and dental care for non-Host personnel and their dependents will be provided in accordance with the NATO SOFA.

2. Non-Host personnel assigned or attached to the Program and their dependents will pay directly for medical and dental charges, if any, in the same way as personnel of the Host and their dependents.

3. Subject to the availability of the appropriate transportation, and subject to full reimbursement, the Host will also provide for transfer of non-Host personnel or their dependents between medical facilities, or evacuation to the User's country if such transportation cannot be provided by the respective User.

SECTION 11

WELFARE FACILITIES

Non-Host personnel and their dependents will have access to base welfare facilities and services on the same basis as Host personnel and their dependents.

SECTION 12

SECURITY

1. The security of the base will be the responsibility of the Host. It will be implemented by personnel and means of the Host in accordance with national legislation.

2. Users will safeguard the security of any classified information provided in the course of the Program in accordance with security rules and regulations no less stringent than provided for NATO classified information in CM(55) 15 (Final), dated 31 July 1972, "Security Within the North Atlantic Treaty Organization," including all supplements and amendments thereto.

3. Information provided by any User to any other User in confidence, and such information produced by any User pursuant to this MOU requiring confidentiality, will either retain its original classification or be assigned a classification that will

ensure a degree of protection against disclosure equivalent to that required by the providing User.

4. Each User will take all lawful steps available to it to keep free from disclosure under any legislative provision without the consent of the originating User information exchanged in confidence under this MOU.

5. To assist in providing the desired protection, each User will mark such information furnished to any other User in confidence with a legend indicating the country of origin, the security classification, the conditions of release, that the information is related to this MOU, and that it is furnished in confidence.

6. In the event of termination of or withdrawal from this MOU, the undersigned nations will ensure the provisions relating to security, disclosure of information and confidentiality will remain in force.

SECTION 13

CHANGES IN PARTICIPATION

1. Participation in the Program is open to all NATO nations. Accession to the Program will be upon agreement of the current Users. The Host is herewith authorized to negotiate with such prospective entrant nations on behalf of the Users.

2. Any User desiring to terminate its participation in the Program will notify the Host and the other Users of its decision one year in advance of the effective date of withdrawal. If such notice is given prior to Program budget approval for a given

fiscal year, liability will be incurred by the terminating User for its share of the Program costs only up to the effective date of its termination. If such notice is given after Program budget approval for a given fiscal year, liability will be incurred by the terminating User for its share of the Program costs for that entire fiscal year. The share of budgetary agreed capital expenditure has to be paid by the terminating User irrespective of the date of withdrawal unless the remaining Users decide differently.

3. Acceding to or terminating participation in the Program may require adjustment to the annual proportionate share of all Users.

4. Users acknowledge that their participation in this Program is subject to funds being made available by their respective legislatures. Should the US be required to terminate its participation as a User, it will nevertheless continue to act as Host, provided that financial arrangements under this MOU are modified to reflect the new relationship.

5. On the withdrawal of any User, the remaining Users will consult as to the future of ENJJPT and the revision of this MOU.

SECTION 14

WORKING ARRANGEMENTS

The competent authorities of the Users may develop mutually satisfactory working arrangements for the purpose of carrying out the intent of this MOU.

SECTION 15

GENERAL

1. The language of the Program will be English.

2. The Program has no permanent war role, i.e., ENJJPT wing instructor personnel are not required to maintain combat ready (CR) status.

3. Any disagreement regarding the interpretation or application of this MOU will be resolved by consultation between the Users concerned, and will not be referred to an international tribunal or third party for settlement.

4. This MOU will come into force on the date of signature, and subject to paragraph 5 below, will remain in force for ten years. It will continue thereafter on an annual basis unless terminated by the Users.

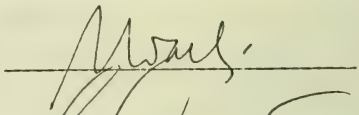
5. This MOU may be amended by the mutual consent of the duly authorized representatives of all signatories to the MOU.

6. One copy of this MOU will be deposited with the Secretary General of the North Atlantic Treaty Organization.

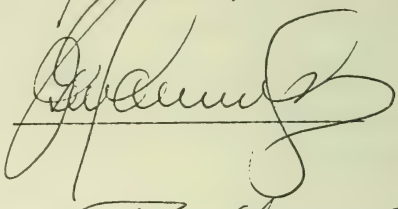
DONE in the English language in 12 originals.

Signed at Brussels this 9th day of December 1980.

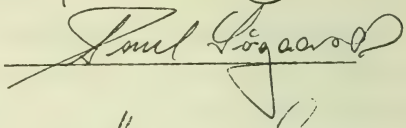
Minister of National Defence
of the Kingdom of Belgium



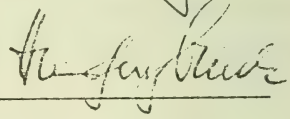
Minister of National Defence
of Canada



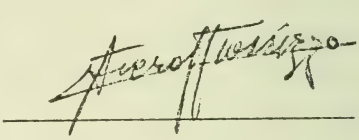
Minister of Defence of the
Kingdom of Denmark



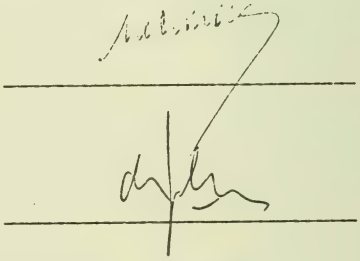
For the Federal Minister of Defence
of the Federal Republic of Germany



Minister of Defence of the
Hellenic Republic

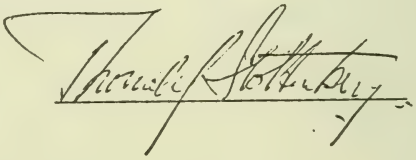


Minister of Defence of the
Republic of Italy

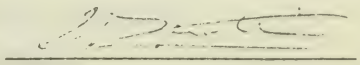


Minister of Defence of the
Kingdom of The Netherlands

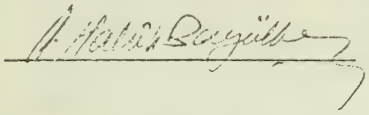
Minister of Defence of the
Kingdom of Norway



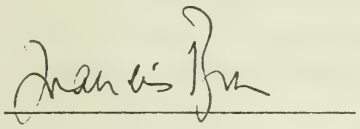
For the Minister of Defence of Portugal, the Secretary of State for Foreign Affairs



Minister of National Defence of the Republic of Turkey



Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland



Secretary of Defense of the United States of America

PROTOCOLE D'ACCORD

entre

Le Ministre de la défense nationale du Royaume de Belgique	Le Ministre de la défense du Royaume des Pays-Bas
Le Ministre de la défense nationale du Çanada	Le Ministre de la défense du Royaume de Norvège
Le Ministre de la défense du Royaume du Danemark	Le Ministre de la défense du Portugal
Le Ministre de la défense de la République fédérale d'Allemagne	Le Ministre de la défense nationale de la République de Turquie
Le Ministre de la défense de la République hellénique	Le Secrétaire d'Etat à la défense du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
Le Ministre de la défense de la République italienne	Le Secrétaire à la défense des Etats-Unis d'Amerique

concernant

Le Programme EURO–OTAN d'entraînement en commun de pilotes d'avions à réaction (ENJJPT).

PREAMBULE

Les pays signataires du présent protocole, donnant suite à la décision que les Ministres de la défense de L'EUROGROUPE ont prise le 17 mai 1978 dans l'esprit du Traité l'Atlantique Nord, s'engagent à participer à un programme d'entraînement en coopération destiné aux pilotes d'avions à réaction et dénommé Programme EURO–OTAN d'entraînement en commun de pilotes d'avions à réaction. Le Programme a pour but de former des pilotes d'avions à réaction des forces armées des pays signataires suivant les principes de la rationalisation et la normalisation passant par une coopération mutuelle au sein de L'OTAN.

SECTION 1

Statut des Forces

"LA CONVENTION ENTRE LES ETATS PARTIES AU TRAITE DE L'ATLANTIQUE NORD SUR LE STATUT DE LEURS FORCES" s'applique au Programme. Aux fins du présent protocole d'accord, les Etats-Unis rempliront les fonctions de pays hôte.

SECTION 2

Programme

1. Le Programme se déroulera à la base aérienne de Sheppard aux Etats-Unis. Toutes les forces armées participantes, y compris les forces aériennes des Etats-Unis, seront les utilisateurs.

2. Le Programme comprendra l'entraînement d'élèves-pilotes (UPT) et l'entraînement d'instructeurs-pilotes (PIT). Il commencera durant l'année civile 1981. Une description détaillée du Programme sera donnée dans le plan des opérations (PO).

3. Un entraînement initial à la chasse (LIT) et des simulateurs de vol aux instruments (IFS) pourront être ajoutés ultérieurement au Programme. Le LIT et les IFS nécessitant une mise de fonds à répartir proportionnellement entre les utilisateurs, ils feront l'objet d'un avenant au présent protocole d'accord.

SECTION 3

Installations et Materiel

1. Les utilisateurs détermineront conjointement les installations et le matériel, y compris toutes modifications, additions ou extensions, qui seront nécessaires à un fonctionnement efficace et économique du Programme ENJJPT, et ils désigneront celui d'entre eux qui fournira des installations ou matériels particuliers.

2. Less biens des forces aériennes allemandes sis actuellement à la base aérienne de Sheppard seront mis à la disposition des autres utilisateurs.

3. Le pays hôte fournira les installations de la base aérienne de Sheppard et le matériel non fourni par les autres utilisateurs.

4. a. Les avions, les appareils d'entraînement au vol aux instruments et le matériel auxiliaire nécessaires au Programme seront modifiés de manière à être conformes à la configuration type approuvée par les forces aériennes des Etats-Unis avant d'être utilisés dans le cadre du Programme. Ces modifications seront, le cas échéant, financées par l'utilisateur auquel appartiennent les biens considérés.

b. Les modifications ultérieures aux avions, aux appareils d'entraînement au vol aux instruments et au matériel auxiliaire seront exécutées par le pays hôte et financées au titre du Programme. Les modifications qu'exigent la sécurité des vols, l'accomplissement des missions et les considérations de logistique, telles qu'elles seront définies par le PO, seront exécutées par le pays hôte sans l'accord préalable du Comité directeur. Toute autre modification devra recevoir l'accord préalable du Comité directeur.

5. Tous les avions et matériels utilisés dans le cadre du Programme porteront la marque des forces aériennes des Etats-Unis (USAF).

6. a. Le pays hôte assurera l'exploitation, la maintenance et le soutien de l'ensemble des installations et matériels susmentionnés.

b. Le pays hôte tiendra des dossiers pour tous les avions et matériels du Programme conformément aux systèmes et procédures des forces aériennes des Etats-Unis.

SECTION 4

Personnel

1. Les utilisateurs fixeront annuellement le nombre d'élèves à admettre dans les limites de capacité de la base.

2. Le pays hôte déterminera l'effectif du personnel nécessaire à l'ENJJPT. Les utilisateurs auront la faculté d'examiner ce tableau d'effectif.

3. Les utilisateurs fourniront le personnel instructeur d'escadre en fonction des quotités qui leur seront attribuées. Si toutefois des utilisateurs ne sont pas en mesure de fournir la totalité de leurs quotes-parts, les dispositions voulues seront prises de concert pour pallier ces insuffisances. La répartition nationale des postes du personnel instructeur d'escadre sera déterminée conjointement par les utilisateurs.

4. Sauf disposition contraire arrêtée d'un commun accord par les utilisateurs, le pays hôte fournira la totalité du personnel n'entrant pas dans la catégorie des instructeurs d'escadre.

5. Chaque utilisateur peut, en consultation avec l'hôte, détacher pour son propre compte et à ses propres frais du personnel de liaison ENJJPT à la base aérienne de Sheppard. Les autres utilisateurs seront informés de ces mouvements de personnel.

SECTION 5

Administration du Programme

1. Le pays hôte sera responsable de la conduite des opérations et de l'entraînement et tiendra compte pour ce faire des besoins de tous les utilisateurs. Les utilisateurs élaboreront en commun les normes des stages d'entraînement, les plans d'activité et les programmes d'entraînement.

2. Les utilisateurs constitueront un Comité directeur ENJJPT (ENJJPTSC) qui définira les grandes orientations et, par ailleurs, suivra et contrôlera l'exécution du Programme. Le mandat de l'ENJ JPTSC sera inclus dans le PO.

SECTION 6

Commandement et Controle

Le quartier général du Commandement de l'entraînement aérien des forces aériennes des Etats-Unis (HQ ATC) gérera le Programme. Un Commandant d'escadre ENJJPT sera responsable devant le HQ ATC. Le pays hôte désignera le Commandant d'escadre et son adjoint pour la maintenance. Les utilisateurs désigneront le Commandant adjoint pour les opérations et ses officiers subordonnés. Chaque utilisateur nommera un haut représentant national (SNR). Les dispositions

relatives aux différents niveaux de compétence et d'autorité seront énoncées dans le PO.

SECTION 7

Plan des Operations

Le présent protocole d'accord sera complété par un PO qui donnera toutes précisions utiles sur le Programme. Ce PO pourra être mis à jour de temps à autre, selon l'appréciation du Comité directeur ENJJPT. En cas de conflit entre le présent protocole d'accord et le PO, les dispositions du protocole prévaudront.

SECTION 8

Financement

1. Depenses D'investissement

a. Une dépense d'investissement, aux fins de ce Programme, désigne toute dépense approuvée conjointement pour des modifications, additions ou extensions des installations et matériels existants, à l'exception de celles qui sont indiquées au paragraphe 4b de la Section 3. Les dépenses d'investissement au titre du Programme seront à la charge des utilisateurs, entre lesquels elles seront réparties au prorata du nombre d'heures de vol effectives attribué à chacun d'eux dans le cadre d'un programme d'ensemble calculé sur cinq ans et commençant la première année pour laquelle des fond seront requis. L'ENJJPTSC reverra ces quotes-parts à la fin de cette période de cinq ans, et des adjustements seront opérés entre les utilisateurs dans la mesure nécessaire.

b. Tous les frais de construction ou d'agrandissement demandés par un utilisateur pour son usage exclusif seront à la charge de celui-ci.

c. Conformément aux procédures normales de l'OTAN, le pays hôte étudiera la question de savoir si les dépenses d'investissement proposées répondent aux normes du financement commun par l'OTAN et, dans l'affirmative, demandera leur financement par l'OTAN à titre de remboursement des coûts du Programme.

d. La méthode à suivre pour amortir les investissements réalisés suivant les dispositions du paragraphe 1a. ci-dessus, la durée de vie économique du matériel en cause et, sur la base de ce qui précède, les moyens de recréditer aux utilisateurs leurs parts de toute valeur résiduelle de l'objet desdits investissements seront convenus avant que l'approbation de ces investissements ne soit demandée.

2. Frais de Fonctionnement et de Maintenance (O&M)

a. Aux fins du présent Programme, les frais O&M recouvrent tous les frais directement liés au fonctionnement et à la maintenance des moyens nécessaires au Programme. Ces frais comportent le coût des modifications décrites au paragraphe 4b. de la Section 3, celui du

personnel affecté au Programme (sauf les instructeurs d'escadre) et les autres coûts directement attribuables au fonctionnement et à la maintenance de l'installation et du matériel d'entraînement.

b. Les frais O&M du Programme seront répartis entre les utilisateurs proportionnellement à leurs quotes-parts annuelles d'heures de vol effectives, suivant des dispositions que précisera le PO.

c. Chaque utilisateur prendra en charge les coûts correspondant au contingent d'instructeurs d'escadre qui lui sera attribué. Dans la mesure où un utilisateur ne fournira pas le nombre prévu d'instructeurs, il sera débité ou crédité suivant les modalités indiquées dans le PO.

d. Une redevance égale à 4% des frais O&M annuels correspondants sera demandée aux autres utilisateurs pour l'emploi des avions, des appareils d'entraînement au vol aux instruments et des matériels de soutien connexes appartenant aux forces aériennes de l'Allemagne et à celles des Etats-Unis. Le produit de ces redevances sera partagé sur une base proportionnelle entre les forces aériennes de l'Allemagne et celles des Etats-Unis. Si un autre utilisateur désire fournir en cours de Programme des avions, des appareils d'entraînement au vol aux instruments ou des matériels de soutien connexes, sa part de la redevance de 4% sera réduite dans les conditions fixées par le PO.

3. Retribution du Personnel. Chaque utilisateur sera responsable du paiement de la solde et des indemnités dues à ses propres pilotes-instructeurs, élèves et personnel de secrétariat affectés au Programme ENJJPT et au personnel détaché à des fins nationales. La rétribution des élèves et du personnel détaché à des fins nationales ne pourra pas faire l'objet d'un partage des coûts.

4. Surtaxe Administrative. Aucune surtaxe administrative ne sera perçue.

5. Gestion Financiere. Le pays hôte assurera la gestion fianciére générale du Programme. Les procédures détaillées de gestion financière seront élaborées par le pays hôte, approuvées par l'ensemble des utilisateurs et reproduites dans le PO.

6. Exercice Financier. L'exercice financier du Programme cour ra du 1er octobre au 30 septembre.

SECTION 9

Hebergement et Restauration

1. Le pays hôte assurera l'hébergement sur la base du personnel étranger et des personnes à sa charge selon les mêmes critères de disponibilité et de priorité que pour son propre personnel.

2. Le personnel étranger affecté ou détaché au titre de l'ENJJPT réglera directement ses frais de restauration et d'hébergement, de la même manière que le personnel du pays hôte.

SECTION 10

Soins Medicaux et Dentaires

1. Des soins médicaux et dentaires seront assurés au personnel étranger et aux personnes à sa charge conformément aux dispositions de la Convention entre les Etats parties au Traité de l'Atlantique Nord sur le statut de leurs forces.

2. Le personnel étranger affecté ou détaché au titre du Programme et les personnes à sa charge régleront directement le coût de ces soins médicaux et dentaires, le cas échéant, de la même façon que le personnel du pays hôte et les personnes à sa charge.

3. Sous réserve qu'un moyen de transport approprié soit disponible et que les frais correspondants soient intégralement remboursés, le pays hôte pourvoira également au transfert du personnel étranger ou des personnes à sa charge d'un centre médical à un autre ou à leur évacuation vers le pays utilisateur au cas où celui-ci ne peut assurer un tel transport.

SECTION 11

Activites Sportives et Culturelles et Autres Services

Le personnel étranger et les personnes à sa charge auront accès aux activités sportives et culturelles et aux autres services organisés sur la base dans les mêmes conditions que le personnel du pays hôte et les personnes à sa charge.

SECTION 12

Securite

1. La sécurité de la base incombera au pays hôte. Elle sera assurée par le personnel et les moyens du pays hôte conformément à la réglementation nationale.

2. Les utilisateurs veilleront à la sécurité de toute information classifiée fournie au cours du Programme suivant des règles et stipulations de sécurité non moins rigoureuses que celles qui sont prévues pour les informations classifiées OTAN dans le document C–M(55) 15(Définitif) en date du 31 juillet 1972 intitulé "La sécurité dans l'Organisation du Traité de l'Atlantique Nord", y compris tous ses suppléments et amendements.

3. Les informations fournies à titre confidentiel par tout utilisateur à un autre utilisateur et les informations fournies par un utilisateur en application du présent protocole d'accord et devant rester confidentielles conserveront leur classification initiale ou recevront une classification leur assurant un degré de protection contre la divulgation équivalent à celui qu'exige l'utilisateur fournissant ces informations.

4. Chaque utilisateur fera tout ce qui est légalement possible pour éviter que des informations fournies confidentiellement en application du présent protocole d'accord puissent être divulguées au titre d'une

disposition légale quelconque sans le consentement de l'utilisateur dont elles émanent.

5. Pour aider à assurer la protection voulue, chaque utilisateur apposera sur toute information transmise confidentiellement à tout autre utilisateur une mention indiquant le pays d'origine la classification de sécurité, les conditions de communication de cette information, le fait qu'elle est fournie en application du présent protocole d'accord et à titre confidentiel.

6. En cas de dénonciation du présent protocole d'accord ou de retrait du Programme, les pays signataires veilleront à ce que les dispositions relatives à la sécurité, à la divulgation des informations et à leur caractère confidentiel demeurent en vigueur.

SECTION 13

Changements Dans la Participation

1. La participation au Programme est ouverte à tous les pays de l'OTAN. L'accession d'un nouveau pays est subordonnée à l'accord des utilisateurs participant déjà au Programme. Le pays hôte est autorisé à négocier avec de tels pays candidats au nom des utilisateurs.

2. Tout utilisateur désirant mettre fin à sa participation au Programme en avisera le pays hôte et les autres utilisateurs un an avant la date effective de son retrait. Si ce préavis est donné avant l'approbation du budget du Programme pour un exercice financier donné, le pays en cause ne sera redevable de sa quote-part des coûts du programme que jusqu'à la date effective de son retrait. Si le préavis est donné après l'approbation du budget du Programme pour un exercice financier donné, le pays en cause sera redevable de sa quote-part des coûts du Programme pour l'ensemble de l'exercice. La quote-part des dépenses d'investissement approuvées dans le cadre du budget devra être payée par l'utilisateur désirant se retirer du Programme quelle que soit la date de son retrait, sauf décision contraire des autres utilisateurs.

3. L'arrivée ou le départ d'un participant au Programme pourra nécessiter un ajustement des quotes-parts annuelles de tous les utilisateurs.

4. Les utilisateurs reconnaissent que leur participation à ce Programme est subordonnée au vote des crédits nécessaires. Si les Etats-Unis doivent mettre fin à leur participation en tant qu'utilisateur, ils continueront néanmoins à faire fonction de pays hôte, sous réserve que les dispositions financières prévues dans le présent protocole soient modifiées de manière à tenir compte de ce nouvel état de choses.

5. Au moment du retrait d'un utilisateur quelconque, les autres utilisateurs se consulteront sur l'avenir de l'ENJJPT et sur la révision du présent protocole d'accord.

SECTION 14

Dispositions Pratiques

Les autorités compétentes des pays utilisateurs pourront élaborer des dispositions pratiques mutuellement satisfaisantes pour réaliser les objectifs du présent protocole d'accord.

SECTION 15

Generalites

1. La langue utilisée au cours du Programme sera l'anglais.

2. Le Programme n'a pas de rôle de guerre permanent, ce qui signifie que le personnel instructeur d'escadre ENJJPT n'a pas à être maintenu en état de préparation au combat.

3. Tout différend concernant l'interprétation ou l'application du présent protocole sera réglé par consultation entre les utilisateurs concernés et ne sera pas soumis à l'arbitrage d'un tribunal international ou d'une tierce partie.

4. Le présent protocole d'accord entrera en vigueur le jour de sa signature et, sous réserve des dispositions du paragraphe 5 ci-dessous, restera en application pendant dix ans. Il sera ensuite reconduit sur une base annuelle à moins que les utilisateurs y mettent fin.

5. Le présent protocole d'accord peut être amendé par consentement mutuel des représentants dûment autorisés de tous ses signataires.

6. Un exemplaire du présent protocole d'accord sera déposé au Secrétariat général de l'Organisation du Traité de l'Atlantique Nord.

Fait en douze exemplaires originaux, en anglais.

Signé à Bruxelles le 9 décembre 1980.

Le Ministre de la défense nationale
du Royaume de Belgique

Le Ministre de la défense nationale
du Canada

Le Ministre de la défense du
Royaume du Danemark

Pour le Ministre de la défense de la
République fédérale d'Allemagne

Le Ministre de la défense de la
République hellénique

Le Ministre de la défense de la
République italienne

Le Ministre de la défense du
Royaume des Pays-Bas

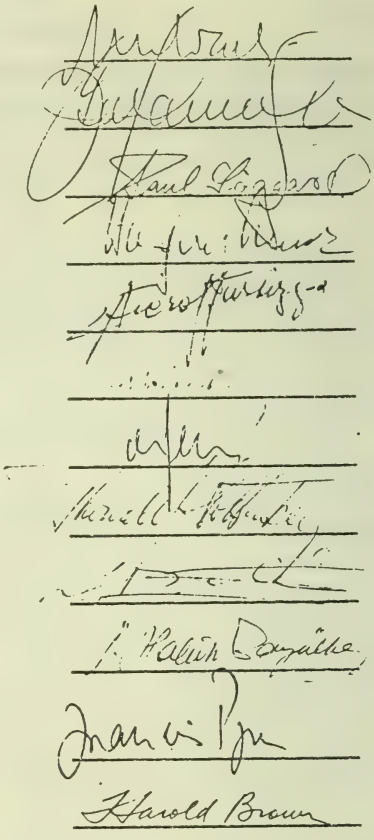
Le Ministre de la défense du
Royaume de Norvège

Pour le Ministre de la défense du
Portugal, le Ministre d'Etat aux
Affaires Etrangères

Le Ministre de la défense nationale
de la République de Turquie

Le Secrétaire d'Etat à la défense
du Royaume-Uni de Grande-Bretagne et
d'Irlande du Nord

Le Secrétaire à la défense des
Etats-Unis d'Amérique



MULTILATERAL

International Exhibitions

Protocol revising the convention of November 22, 1928, as amended. Done at Paris November 30, 1972;
Transmitted by the President of the United States of America to the Senate July 19, 1973 (S. Ex. N, 93d Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 9, 1973 (S. Ex. Rep. No. 93–24, 93d Cong., 1st Sess.);
Advice and consent to ratification by the Senate, subject to a reservation, November 26, 1973;
Ratified by the President, subject to said reservation, December 18, 1973;
Ratification of the United States of America deposited with the Government of France January 18, 1974;
Proclaimed by the President February 24, 1981;
Entered into force with respect to the United States of America June 9, 1980.

By the President of the United States of America

A PROCLAMATION

Considering that:

The Protocol revising the Convention signed at Paris on November 22, 1928, concerning International Expositions was signed at Paris on behalf of the United States of America on November 30, 1972, a certified copy of which Protocol is hereto annexed;

The Senate of the United States of America by its resolution of November 26, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Protocol, subject to the reservation with respect to paragraph (2) of Article 10 of the Convention appended to the Protocol that the obligation of the United States thereunder will be to guarantee fulfillment of its own obligations and, with respect to juristic persons officially recognized by it for the purpose of organizing expositions, to make every reasonable effort to insure the fulfillment by them of their obligations;

The President of the United States of America ratified the Protocol, subject to the said reservation, on December 18, 1973, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification on January 18, 1974, in accordance with the provisions of Article III of the Protocol;

Pursuant to the provisions of the Protocol, the Protocol, subject to the said reservation, entered into force for the United States of America on June 9, 1980;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Protocol, subject to the said reservation, to the end that it be observed and fulfilled with good faith on and after June 9, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fourth day of February
[SEAL] in the year of our Lord one thousand nine hundred eighty-one and of the Independence of the United States of America the two hundred fifth.

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR
Secretary of State

PROTOCOLE

portant modification de la Convention signée à Paris le 22 novembre 1928 concernant les expositions internationales. [1]

Les Parties à la présente Convention,

Considérant que les règles et procédures instaurées par la Convention concernant les expositions internationales signée à Paris le 22 novembre 1928, modifiée et complétée par les protocoles des 10 mai 1948 et 16 novembre 1966, se sont révélées utiles et nécessaires aux organisateurs de ces expositions comme aux Etats participants,

Désireuses d'adapter aux conditions de l'activité moderne lesdites règles et procédures, ainsi que celles qui concernent l'Organisation chargée de veiller à son application et de réunir ces dispositions dans un seul instrument qui doit remplacer la Convention de 1928,

Sont convenues de ce qui suit :

Article Ier.

Le présent protocole a pour objet :

a) De modifier les règles et procédures concernant les expositions internationales ;

b) De modifier les dispositions concernant les activités du Bureau International des Expositions.

Modification.

Article II.

La Convention de 1928 est de nouveau modifiée par le présent Protocole conformément aux objectifs exprimés à l'article Ier. Le texte de la Convention ainsi modifiée figure dans l'appendice au présent Protocole dont il constitue partie intégrante.

Article III.

1. Le présent Protocole est ouvert à la signature des Parties à la Convention de 1928 à Paris du 30 novembre 1972 au 30 novembre 1973 et restera ouvert après cette dernière date pour l'adhésion de ces mêmes Parties.

2. Les Parties à la Convention de 1928 peuvent devenir Parties au présent Protocole par :

a) Signature sans réserve de ratification, acceptation ou approbation ;

b) Signature sous réserve de ratification, acceptation ou approbation, suivie de ratification, acceptation ou approbation ;

c) Adhésion.

3. Les instruments de ratification, acceptation, approbation ou adhésion sont déposés auprès du Gouvernement de la République française.

[1] For the English language translation, see p. 4305.

Article IV.

Le présent Protocole entrera en vigueur à la date à laquelle 29 Etats y seront devenus parties dans les conditions prévues à l'article III.

Article V.

Les dispositions du présent Protocole ne s'appliquent pas à l'enregistrement d'une exposition pour laquelle une date aura été retenue par le Bureau International des Expositions jusqu'à et y inclus la session du Conseil d'Administration qui aura immédiatement précédé l'entrée en vigueur du présent Protocole, conformément à l'article IV ci-dessus.

Article VI.

Le Gouvernement de la République française notifiera aux gouvernements des Parties contractantes ainsi qu'au Bureau International des Expositions :

a) Les signatures, ratifications, approbations, acceptations et adhésions conformément à l'article III ;

b) La date à laquelle le présent Protocole entrera en vigueur conformément à l'article IV.

Article VII.

Dès l'entrée en vigueur du présent Protocole, le Gouvernement de la République française le fera enregistrer auprès du Secrétariat des Nations Unies, conformément à l'article 102 de la Charte des Nations Unies.

En foi de quoi les soussignés, dûment autorisés à cet effet, ont signé le présent Protocole.

Fait à Paris, le 30 novembre 1972, en langue française, en un seul exemplaire, qui sera conservé dans les archives du Gouvernement de la République française, lequel en délivrera des copies conformes aux gouvernements de toutes les Parties à la Convention de 1928.

Pour le Gouvernement de la République fédérale d'Allemagne :

S. VON BRAUN.

Pour le Gouvernement de la République d'Autriche :

(*Sous réserve de ratification.*)

ERICH BIELKA.

28 septembre 1973.

Pour le Gouvernement du Royaume de Belgique :

(*Sous réserve de ratification.*)

R. RAUX.

R. ROTHSCHILD.

Pour le Gouvernement de la République socialiste soviétique de Biélorussie :

(*Sous la réserve formulée dans les pouvoirs et dans la déclaration.*)

V. ANICHTCHOUK.

Pour le Gouvernement de la République fédérative du Brésil :

Pour le Gouvernement de la République populaire de Bulgarie :

(*Avec les réserves et la déclaration formulées au moment de la signature.*)

E. BAZLOGOV.

Pour le Gouvernement du Canada :
CLAUDE T. CHARLAND.

Pour le Gouvernement du Royaume de Danemark :
(*Sous la réserve de ratification.*)
POUL ASSAM.

Pour le Gouvernement de l'Espagne :
EMILIO DE MOTTA.

Pour le Gouvernement des Etats-Unis d'Amérique :
(*Sous réserve de ratification et de la déclaration contenue dans la note verbale n° 201 du 29 novembre 1972.*)
JACK B. KUBISCH.

Pour le Gouvernement de la République de Finlande :
(*Sous réserve de ratification.*)
OLLE HEROLD.

Pour le Gouvernement de la République française :
CHRISTIAN D'AUMALE.

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord :
DONALD LOGAN.
FRANCIS SEDGWICK-JELL.

Pour le Gouvernement du Royaume de Grèce :

Pour le Gouvernement de la République d'Haïti :

Pour le Gouvernement de la République populaire hongroise :
(*Sous la réserve mentionnée dans les pouvoirs.*)
LASZLO FÖLDES.

Pour le Gouvernement de l'Etat d'Israël :
(*Sous réserve de ratification.*)
ISRAËL HAVIV.

Pour le Gouvernement de la République italienne :
(*Sous réserve de ratification.*)
FRANCESCO MALFATTI.

Pour le Gouvernement du Japon :

Pour le Gouvernement de la République libanaise :

Pour le Gouvernement du Royaume du Maroc :

Pour le Gouvernement de la Principauté de Monaco :
PIERRE-LOUIS FALAIZE.

Pour le Gouvernement de la République fédérale du Nigeria :

Pour le Gouvernement du royaume de Norvège :
HERSLEB VOGT.

Pour le Gouvernement de la Nouvelle-Zélande :

Pour le Gouvernement du Royaume des Pays-Bas :
(*Sous réserve de ratification.*)
J. A. DE RANITZ.

Pour le Gouvernement de la République populaire de Pologne :
(*Sous réserve de ratification et sous la réserve mentionnée dans la note verbale du 30 novembre 1972 [n° Z-II - OME - BIE].*)

MICHAL KAJZERA.

Pour le Gouvernement de la République du Portugal :
(*Sous réserve de ratification.*)

ALFREDO LENCASTRE DA VEIGA.

29 novembre 1973.

Pour le Gouvernement de la République socialiste de Roumanie :
(*Sous réserve de ratification et avec la réserve, mentionnée par les pleins pouvoirs, aux dispositions des paragraphes 3 et 4 de l'article 34 et avec déclaration à l'article 35.*)

le 8 novembre 1973.

C. FLITAN.

Pour le Gouvernement du Royaume de Suède :
(*Sous réserve de ratification.*)

M. D. WINTER.

Pour le Gouvernement de la Confédération suisse :
(*Sous réserve de ratification.*)

MAX TROENDLE.

Pour le Gouvernement de la République unie de Tanzanie :

Pour le Gouvernement de la République socialiste tchécoslovaque :

Pour le Gouvernement de la République tunisienne :

ABDESSALEM BEN AYED.

Pour le Gouvernement de la République soviétique de l'Ukraine :
(*Sous la réserve et la déclaration transmises au moment de la signature.*)

ALEXANDRE GORDENKO.

Pour le Gouvernement de l'Union des Républiques socialistes soviétiques :
(*Sous la réserve et la déclaration transmises au moment de la signature.*)

YOURI BORISSOV.

APPENDICE

CONVENTION CONCERNANT LES EXPOSITIONS INTERNATIONALES SIGNÉE A PARIS LE 22 NOVEMBRE 1928, MODIFIÉE ET COMPLÉTÉE PAR LES PROTOCOLES DES 10 MAI 1948, 16 NOVEMBRE 1966 ET 30 NOVEMBRE 1972

TITRE Ier

Définitions et objets.

Article 1er.

1. Une exposition est une manifestation qui, quelle que soit sa dénomination, a un but principal d'enseignement pour le public, faisant l'inventaire des moyens dont dispose l'homme pour satisfaire les besoins d'une civilisation et faisant ressortir dans une ou plusieurs branches de l'activité humaine les progrès réalisés ou les perspectives d'avenir.
2. L'exposition est internationale lorsque plus d'un Etat y participe.
3. Les participants à une exposition internationale sont, d'une part, les exposants des Etats officiellement représentés groupés en sections nationales, d'autre part, les organisations internationales ou les exposants ressortissants d'Etats non officiellement représentés et enfin ceux qui sont autorisés, selon les règlements de l'exposition, à poursuivre une autre activité, en particulier les concessionnaires.

Article 2.

La présente Convention s'applique à toutes les expositions internationales, à l'exception des :

a) Expositions d'une durée de moins de trois semaines ;
b) Expositions des Beaux-Arts ;
c) Expositions essentiellement commerciales.

Article 3.

1. Nonobstant le titre qui pourrait être donné à une exposition par ses organisateurs, la présente Convention distingue les expositions universelles et les expositions spécialisées.
2. Une exposition est universelle lorsqu'elle fait l'inventaire des moyens utilisés et des progrès réalisés ou à réaliser dans plusieurs des branches de l'activité humaine, telles qu'elles résultent de la classification prévue à l'artice 30, paragraphe 2 (*a*), de la présente Convention.
3. Elle est spécialisée quand elle est consacrée à une seule branche de l'activité humaine, telle que cette branche se trouve définie dans sa classification.

TITRE II

Durée et fréquence des expositions.

Article 4.

1. La durée d'une exposition ne doit pas dépasser six mois.
2. Les dates d'ouverture et de clôture d'une exposition sont fixées au moment de son enregistrement et ne peuvent être modifiées qu'en cas de force majeure et avec l'accord du Bureau International des Expositions (ci-après dénommé Bureau) et visé au Titre V de la présente Convention. Toutefois la durée totale de l'exposition ne doit pas dépasser six mois.

Article 5.

1. La fréquence des expositions visées par la présente Convention est réglementée de la façon suivante :

a) Dans un même Etat, un intervalle minimum de vingt ans doit séparer deux expositions universelles ; un intervalle minimum de cinq ans doit séparer une exposition universelle et une exposition spécialisée ;

b) Dans des Etats différents, un intervalle minimum de dix ans doit séparer deux expositions universelles ;

c) Dans un même Etat un intervalle minimum de dix ans doit séparer des expositions spécialisées de même nature ; un intervalle minimum de cinq ans doit séparer deux expositions spécialisées de nature différente ;

d) Dans des Etats différents un intervalle minimum de cinq ans doit séparer deux expositions spécialisées de même nature ; un intervalle minimum de deux ans doit séparer deux expositions spécialisées de nature différente.

2. Nonobstant les dispositions du paragraphe 1 ci-dessus, le Bureau peut exceptionnellement et dans les conditions prévues à l'article 28 (3) *f*, réduire les intervalles ci-dessus, d'une part, au bénéfice des expositions spécialisées, d'autre part et dans la limite de sept ans, au bénéfice des expositions universelles organisées dans des Etats différents.

3. Les intervalles qui doivent séparer les expositions enregistrées ont pour point de départ la date d'ouverture desdites expositions.

TITRE III

Enregistrement.

Article 6.

1. Le Gouvernement d'une Partie contractante sur le territoire de laquelle une exposition est projetée (ci-après dénommé Gouvernement invitant) doit adresser au Bureau une demande pour obtenir son enregistrement en indiquant les mesures législatives, réglementaires ou financières qu'il prévoit à l'occasion de cette exposition. Le Gouvernement d'un Etat non contractant désireux d'obtenir l'enregistrement d'une exposition peut, de la même manière, adresser une demande au Bureau, à condition de s'engager à respecter pour cette exposition les dispositions des Titres I, II, III et IV de cette Convention et les règlements édictés pour leur application.

2. La demande d'enregistrement doit être faite par le Gouvernement chargé des relations internationales se rapportant au lieu où l'exposition est projetée (ci-après dénommé le Gouvernement invitant), même dans le cas où ce Gouvernement n'est pas l'organisateur de l'exposition.

3. Le Bureau détermine par ses règlements obligatoires le délai maximum pour retenir la date d'une exposition et le délai minimum pour le dépôt de la demande d'enregistrement ; il précise les documents qui doivent accompagner une telle demande. Il fixe également, par règlement obligatoire, le montant des contributions exigées pour frais d'examen de la demande.

4. L'enregistrement n'est accordé que si l'exposition remplit les conditions fixées par la présente Convention et les règlements établis par le Bureau.

Article 7.

1. Lorsque deux Etats ou plus sont en concurrence entre eux pour l'enregistrement d'une exposition et ne parviennent pas à s'accorder, ils saisissent l'assemblée générale du Bureau qui décide en tenant compte des considérations invoquées, et notamment des raisons spéciales de nature historique ou morale, du temps écoulé depuis la dernière exposition et du nombre de manifestations déjà organisées par les Etats concurrents.

2. Sauf dans des circonstances exceptionnelles, le Bureau donne la préférence à une exposition projetée sur le territoire d'une Partie contractante.

Article 8.

Sauf dans le cas prévu à l'article 4, paragraphe 2, l'Etat qui a obtenu l'enregistrement d'une exposition perd les droits attachés à cet enregistrement s'il modifie la date à laquelle il avait déclaré qu'elle se tiendrait. S'il entend qu'elle soit organisée à une autre date, il doit introduire une nouvelle demande et se soumettre, s'il y a lieu, à la procédure fixée à l'article 7 qu'impliquent les compétitions éventuelles.

Article 9.

1. Pour toute exposition qui n'a pas été enregistrée, les Parties contractantes refusent leur participation et leur patronage ainsi que toute subvention.

2. Les Parties contractantes restent entièrement libres de ne pas participer à une exposition enregistrée.

3. Chaque Partie contractante usera de tous les moyens qui, d'après sa législation, lui paraîtront les plus opportuns pour agir contre les promoteurs d'expositions fictives ou d'expositions auxquelles les participants seraient frauduleusement attirés par des promesses, annonces ou réclames mensongères.

TITRE IV

Obligations des organisateurs des expositions enregistrées et des Etats participants.

Article 10.

1. Le Gouvernement invitant doit veiller au respect des dispositions de la présente Convention et des règlements édictés pour son application.

2. Si ce Gouvernement n'organise pas lui-même l'exposition, la personne morale qui l'organise doit être officiellement reconnue à cet effet par le Gouvernement, lequel garantit l'exécution des obligations de cette personne morale.

Article 11.

1. Toutes les invitations à participer à une exposition, qu'elles soient adressées à des Parties contractantes ou à des Etats non membres, doivent être acheminées par voie diplomatique par le seul Gouvernement de l'Etat invitant au seul Gouvernement de l'Etat invité, pour lui-même et les autres personnes physiques ou morales qui relèvent de son autorité. Les réponses doivent parvenir par la même voie au Gouvernement invitant, de même que les désirs de participation exprimés par des

personnes physiques ou morales non invitées. Les invitations doivent tenir compte des délais prescrits par le bureau. Les invitations aux organisations de caractère international leur sont adressées directement.

2. Aucune Partie contractante ne peut organiser ou patronner une participation à une exposition internationale si les invitations ci-dessus n'ont pas été adressées conformément aux dispositions de cette Convention.

3. Les Parties contractantes s'engagent à n'adresser ni n'accepter aucune invitation à participer à une exposition, quelle doive avoir lieu sur le territoire d'une Partie contractante ou sur celui d'un Etat non membre, si cette invitation ne fait pas mention de l'enregistrement accordé conformément aux dispositions de la présente Convention.

4. Toute Partie contractante peut requérir les organisateurs de s'abstenir de lui adresser des invitations autres que celle qui lui est destinée. Elle peut aussi s'abstenir de transmettre des invitations ou des désirs de participation exprimés par des personnes physiques ou morales non invitées.

Article 12.

Le Gouvernement invitant doit nommer un commissaire général de l'exposition chargé de le représenter à toutes fins de la présente Convention et en tout ce qui concerne l'exposition.

Article 13.

Le Gouvernement de tout Etat qui participe à une exposition doit nommer un commissaire général de section pour le représenter auprès du Gouvernement invitant. Le commissaire général de section est seul chargé de l'organisation de sa présentation nationale. Il informe le commissaire général de l'exposition de la composition de cette présentation et veille au respect des droits et obligations des exposants.

Article 14.

1. Au cas où les expositions universelles comportent des pavillons nationaux, tous les Gouvernements participants construisent leurs pavillons à leurs propres frais. Néanmoins, avec l'approbation préalable du bureau, les organisateurs des expositions universelles peuvent, par dérogation, construire des emplacements destinés à être loués aux Gouvernements qui ne sont pas en mesure de construire des pavillons nationaux.

2. Dans les expositions spécialisées, la construction des bâtiments incombe aux organisateurs.

Article 15.

Dans une exposition universelle il ne peut être perçu, ni par le Gouvernement invitant, ni par les autorités locales, ni par les organisateurs de l'exposition, de loyer ou de redevance forfaitaire pour les emplacements attribués aux Gouvernements participants (à l'exception d'un loyer pour les emplacements construits au titre de la dérogation prévue à l'article 14, 1.). Dans le cas où une taxe immobilière serait exigible, d'après la législation en vigueur dans l'Etat invitant, elle demeurerait à la charge des organisateurs. Seuls les services effectivement rendus en application des règlements approuvés par le bureau peuvent faire l'objet d'une rétribution.

Article 16.

Le régime douanier des expositions est fixé par l'annexe à la présente Convention, dont ladite annexe fait partie intégrante.

Article 17.

Dans une exposition, ne sont considérées comme nationales et, en conséquence, ne peuvent être désignées sous cette dénomination que les sections constituées sous l'autorité de commissaires généraux nommés conformément à l'article 13 par les Gouvernements des Etats participants. Une section nationale comprend tous les exposants de l'Etat considéré, mais non les concessionnaires.

Article 18.

1. Dans une exposition, il ne peut être fait usage pour désigner un participant ou un groupe de participants d'une appellation géographique se rapportant à une Partie contractante qu'avec l'autorisation du commissaire général de section représentant le Gouvernement de ladite Partie.

2. Si une Partie contractante ne participe pas à une exposition, le commissaire général de cette exposition veille, en ce qui concerne cette Partie contractante, au respect de la protection prévue au paragraphe précédent.

Article 19.

1. Les productions présentées dans la section nationale d'un Etat participant doivent être en relation étroite avec cet Etat (par exemple objets originaires de son territoire ou productions créées par ses ressortissants).

2. Peuvent toutefois y figurer, avec l'autorisation des commissaires généraux des autres Etats en cause, d'autres objets ou productions, à condition qu'ils ne servent qu'à compléter la présentation.

3. En cas de contestation entre Etats participants dans les cas prévus aux paragraphes 1 et 2, un arbitrage est rendu par le collège des commissaires généraux de section statuant à la majorité des commissaires présents. La décision est définitive.

Article 20.

1. A moins de dispositions contraires dans la législation en vigueur dans l'Etat invitant, il ne doit être concédé aucun monopole de quelque nature qu'il soit, sauf, en ce qui concerne les services communs, autorisation du bureau accordée au moment de l'enregistrement. Dans ce cas les organisateurs sont tenus aux obligations suivantes :

a) Indiquer l'existence de ce ou ces monopoles dans le règlement général de l'exposition et dans le contrat de participation ;

b) Assurer aux participants l'usage des services monopolisés aux conditions habituellement appliquées dans l'Etat ;

c) Ne limiter en aucun cas les pouvoirs des commissaires généraux dans leurs sections respectives.

2. Le commissaire général de l'exposition prend toute mesure pour que les tarifs demandés aux Etats participants ne soient pas plus élevés que ceux demandés aux organisateurs de l'exposition et, en tout cas, que les tarifs normaux de la localité.

Article 21.

Le commissaire général de l'exposition prend toutes les mesures possibles pour assurer le fonctionnement efficace des services d'utilité publique à l'intérieur de l'exposition.

19-198 O - 86 - 19

Article 22.

Le Gouvernement invitant s'efforce de faciliter l'organisation de la participation des Etats et de leurs ressortissants, notamment en matière de tarifs de transport et de conditions d'admission des personnes et des objets.

Article 23.

1. Le règlement général d'une exposition doit indiquer si, indépendamment des certificats de participation qui peuvent être accordés, des récompenses seront ou non décernées aux participants. Dans le cas où des récompenses seraient prévues, leur attribution peut être limitée à certaines catégories.

2. Avant l'ouverture de l'exposition tout participant peut déclarer vouloir rester en dehors de l'attribution des récompenses.

Article 24.

Le Bureau International des Expositions, visé au titre suivant, peut établir des règlements fixant les conditions générales de composition et de fonctionnement des jurys et déterminant le mode d'attribution des récompenses.

TITRE V

Dispositions institutionnelles.

Article 25.

1. Il est institué une organisation internationale dénommée Bureau International des Expositions, chargé de veiller et pourvoir à l'application de la présente Convention. Ses membres sont les gouvernements des Parties contractantes. Le siège du Bureau est à Paris.

2. Le Bureau possède la personnalité juridique, et notamment la capacité de conclure des contrats, d'acquérir et de vendre des biens meubles et immeubles, ainsi que d'ester en justice.

3. Le Bureau a la capacité de conclure des accords, notamment en matière de privilèges et immunités avec des Etats et organisations internationales pour l'exercice des attributions qui lui sont confiées par la présente Convention.

4. Le Bureau comprend une assemblée générale, un président, une commission exécutive, des commissions spécialisées, autant de vice-présidents que de commissions et un secrétariat placé sous l'autorité d'un secrétaire général.

Article 26.

L'assemblée générale du bureau est composée des délégués désignés par les gouvernements des Parties contractantes à raison d'un à trois délégués pour chacune d'elles.

Article 27.

L'assemblée générale tient des sessions régulières et peut également tenir des sessions extraordinaires. Elle statue sur toutes les questions pour lesquelles la présente Convention attribue compétence au bureau dont elle est la plus haute autorité, et notamment:

a) Discute, adopte et publie les règlements relatifs à l'enregistrement, la classification et l'organisation des expositions internationales et au fonctionnement du bureau.

Dans les limites des dispositions de la présente Convention, elle peut établir des règlements obligatoires. Elle peut aussi établir des règlements types qui serviront de guides pour l'organisation des expositions ;

b) Arrête le budget, contrôle et approuve les comptes du bureau ;

c) Approuve les rapports du secrétaire général ;

d) Crée les commissions qu'elle juge utiles, désigne les membres de la commission exécutive et des autres commissions et fixe la durée de leur mandat ;

e) Approuve tout projet d'acord international visé à l'article 25 (3) de la présente Convention ;

f) Adopte les projets d'amendements visés à l'article 33 ;

g) Désigne le secrétaire général.

Article 28.

1. Le gouvernement de chaque Partie contractante, quel que soit le nombre de ses délégués, dispose d'une voix au sein de l'assemblée générale. Toutefois, son droit de vote est suspendu si la totalité des cotisations dues par lui, en application de l'article 32 ci-après, excède le total de ses cotisations se rapportant à l'année en cours et à l'année précédente.

2. L'assemblée générale peut valablement délibérer lorsque le nombre des délégations présentes en séance et ayant droit de vote est au moins des deux tiers de celui des Parties contractantes ayant droit de vote. Si ce quorum n'est pas atteint, elle est à nouveau convoquée sur le même ordre du jour, à échéance d'au moins un mois. Dans ce cas, le quorum requis est abaissé à la moitié du nombre des Parties contractantes disposant du droit de vote.

3. Les votes sont acquis à la majorité des délégations présentes qui expriment leur vote pour ou contre. Toutefois, dans les cas suivants la majorité des deux tiers est requise :

a) Adoption des projets d'amendements à la présente Convention ;

b) Etablissement et modification des règlements ;

c) Adoption du budget et approbation du montant des cotisations annuelles des Parties contractantes ;

d) Autorisation de modifier les dates d'ouverture et de clôture d'une exposition dans les conditions prévues à l'article 4 ci-dessus ;

e) Enregistrement d'une exposition sur le territoire d'un Etat non membre en cas de concurrence avec une exposition sur le territoire d'une Partie contractante ;

f) Réduction des intervalles prévus à l'article 5 de la présente Convention ;

g) Acceptation des réserves à un amendement présentées par une Partie contractante ; ledit amendement devant être, en application de l'article 33, adopté à la majorité des quatre cinquièmes ou à l'unanimité selon le cas ;

h) Approbation de tout projet d'accord international ;

i) Nomination du secrétaire général.

Article 29.

1. Le président est élu par l'assemblée générale au scrutin secret pour une période de deux ans parmi les délégués des gouvernements des Parties contractantes, mais il ne représente plus l'Etat dont il est ressortissant pendant la durée de son mandat. Il est rééligible.

2. Le président convoque et dirige les réunions de l'assemblée générale et veille au bon fonctionnement du bureau. En son absence, ses fonctions sont exercées par le vice-président chargé de la commission exécutive ou, à défaut, par un des autres vice-présidents, dans l'ordre de leur élection.

3. Les vice-présidents sont élus parmi les délégués des gouvernements des Parties contractantes, par l'assemblée générale qui détermine la nature et la durée de leur mandat et désigne notamment la commission dont ils ont la charge.

Article 30.

1. La commission exécutive se compose de délégués des gouvernements de douze Parties contractantes à raison d'un pour chacun d'entre eux.

2. La commission exécutive :

a) Etablit et tient à jour une classification des activités humaines susceptibles de figurer dans une exposition ;

b) Examine toute demande d'enregistrement d'une exposition et la soumet, avec son avis, à l'approbation de l'assemblée générale ;

c) Remplit les tâches qui lui sont confiées par l'assemblée générale ;

d) Peut demander l'avis des autres commissions.

Article 31.

1. Le secrétaire général, nommé suivant les dispositions de l'article 28 de la présente Convention, doit être un ressortissant d'une des Parties contractantes.

2. Le secrétaire général est chargé de gérer les affaires courantes du bureau suivant les instructions de l'assemblée générale et de la commission exécutive. Il élabore le projet de budget, présente les comptes et soumet à l'assemblée générale des rapports relatifs à ses activités. Il représente le bureau, notamment en justice.

3. L'assemblée générale détermine les autres attributions et les obligations du secrétaire général ainsi que son statut.

Article 32.

Le budget annuel du bureau est fixé par l'assemblée générale dans les conditions prévues au paragraphe 3 de l'article 28. Il tient compte des réserves financières du bureau, des recettes de toute sorte, ainsi que des soldes débiteurs et créditeurs reportés des exercices précédents. Les dépenses du bureau sont couvertes par ces sources et par les cotisations des Parties contractantes selon le nombre de parts leur incombant en application des décisions de l'assemblée générale.

Article 33.

1. Toute Partie contractante peut proposer un projet d'amendement à la présente Convention. Le texte dudit projet et les raisons qui l'ont motivé sont adressés au secrétaire général qui les communique dans le plus bref délai aux autres Parties contractantes.

2. Le projet d'amendement proposé est inscrit à l'ordre du jour de la session ordinaire ou d'une session extraordinaire de l'assemblée générale qui se tient au moins trois mois après la date de son envoi par le secrétaire général.

3. Tout projet d'amendement adopté par l'assemblée générale dans les conditions prévues au paragraphe précédent et à l'article 28 est soumis par le Gouvernement de la République française à l'acceptation de toutes les Parties contractantes. Il entre en vigueur à l'égard de toutes ces Parties à la date à laquelle les quatre cinquièmes d'entre elles ont notifié leur acceptation au Gouvernement de la République française. Toutefois, par dérogation aux dispositions qui précèdent, tout projet d'amendement au présent paragraphe, à l'article 16 relatif au régime douanier, ou à l'annexe prévue audit article n'entre en vigueur qu'à la date à laquelle toutes les Parties contractantes ont notifié leur acceptation au Gouvernement de la République française.

4. Toute Partie contractante qui souhaite assortir d'une réserve son acceptation d'un amendement fait part au bureau des termes de la réserve envisagée. L'assemblée générale statue sur l'admissibilité de ladite réserve. L'assemblée générale doit faire droit aux réserves qui tendraient à sauvegarder des situations acquises en matière d'expositions et rejeter celles qui auraient pour effet de créer des situations privilégiées. Si la réserve est acceptée, la Partie qui l'avait présentée figure parmi celles qui sont comptées comme ayant accepté l'amendement pour le calcul de la majorité des quatre cinquièmes susmentionnés. Si elle est rejetée, la Partie qui l'avait présentée opte entre le refus de l'amendement ou son acceptation sans réserve.

5. Lorsque l'amendement entre en vigueur dans les conditions prévues au troisième paragraphe du présent article, toute Partie contractante ayant refusé de l'accepter peut, si elle le juge bon, se prévaloir des dispositions de l'article 37 ci-après.

Article 34.

1. Tout différend entre deux ou plusieurs Parties contractantes concernant l'application ou l'interprétation de la présente Convention qui ne peut être réglé par les autorités investies de pouvoirs de décision, en application de la présente Convention, fera l'objet de négociations entre les Parties en litige.

2. Si ces négociations n'aboutissent pas à un accord à bref délai, une des Parties saisit le président du bureau et lui demande de désigner un conciliateur. Si alors le conciliateur ne peut obtenir l'accord des Parties en litige sur une solution, il constate et délimite dans son rapport au président la nature et l'étendue du litige.

3. Lorsqu'un désaccord est ainsi constaté, le différend fait l'objet d'un arbitrage. A cette fin une des Parties saisit, dans un délai de deux mois à compter de la communication du rapport aux Parties en litige, le secrétaire général du bureau d'une requête d'arbitrage en mentionnant l'arbitre choisi par elle. L'autre ou les autres Parties au différend doivent désigner, chacune, dans un délai de deux mois, leur arbitre respectif. A défaut, une des Parties saisit le président de la Cour internationale de Justice en lui demandant de désigner le ou les arbitres.

Lorsque plusieurs Parties font cause commune, elles ne comptent pour l'application des dispositions du paragraphe qui précède que pour une seule. En cas de doute, le secrétaire général décide.

Les arbitres désignent à leur tour un surarbitre. Si les arbitres ne peuvent s'accorder sur ce choix dans un délai de deux mois, le président de la Cour internationale de Justice, saisi par une des Parties, y pourvoit.

4. Le collège arbitral rend son arbitrage à la majorité de ses membres, la voix du surarbitre étant prépondérante en cas de partage égal des voix. Cet arbitrage s'impose à toutes les Parties en litige, définitivement et sans recours.

5. Chaque Etat pourra, au moment où il signera ou ratifiera la présente Convention ou y adhérera, déclarer qu'il ne se considère pas lié par les dispositions des paragraphes 3 et 4 qui précèdent. Les autres Parties contractantes ne seront pas liées par lesdites dispositions envers tout Etat qui aura formulé une telle réserve.

6. Toute Partie contractante qui aura formulé une réserve conformément aux dispositions du paragraphe précédent, pourra à tout moment lever cette réserve par une notification adressée au Gouvernement dépositaire.

Article 35.

La présente Convention est ouverte à l'adhésion, d'une part, de tout Etat, soit membre de l'Organisation des Nations Unies, soit non membre de l'O. N. U. qui est Partie au statut de la Cour internationale de Justice, ou membre d'une institution spécialisée des Nations Unies, ou membre de l'Agence Internationale de l'Energie Atomique et, d'autre part, de tout autre Etat dont la demande d'adhésion est approuvée par la majorité des deux tiers des Parties contractantes ayant droit de vote à l'assemblée générale du bureau. Les instruments d'adhésion sont déposés auprès du Gouvernement de la République française et prennent effet à la date de leur dépôt.

Article 36.

Le Gouvernement de la République française notifie aux Gouvernements des Etats Parties à la présente Convention ainsi qu'au Bureau International des Expositions :

a) L'entrée en vigueur des amendements, conformément à l'article 33 ;

b) Les adhésions, conformément à l'article 35 ;

c) Les dénonciations, conformément à l'article 37 ;

d) Les réserves émises en application de l'article 34, paragraphe 5 ;

e) L'expiration éventuelle de la Convention.

Article 37.

1. Toute Partie contractante peut dénoncer la présente Convention en le notifiant par écrit au Gouvernement de la République française.

2. Cette dénonciation prend effet un an après la date de réception de cette notification.

3. La présente Convention vient à expiration si, par suite de dénonciations, le nombre des Parties contractantes est réduit à moins de sept.

Sous réserve de tout accord qui pourrait être conclu entre les Parties contractantes au sujet de la dissolution du bureau, le secrétaire général sera chargé des questions de liquidation. L'actif sera réparti entre les Parties contractantes au prorata des cotisations versées depuis qu'elles sont Parties à la présente Convention. S'il existe un passif, celui-ci sera pris en charge par ces mêmes Parties au prorata des cotisations fixées pour l'exercice financier en cours.

Fait à Paris, le 30 novembre 1972.

[For signatures, see pp. 4286–4288.]

ANNEXE

A LA CONVENTION SIGNÉE A PARIS LE 22 NOVEMBRE 1928 CONCERNANT LES EXPOSITIONS INTERNATIONALES, MODIFIÉE ET COMPLÉTÉE PAR LES PROTOCOLES DU 10 MAI 1948, DU 16 NOVEMBRE 1966 ET DU 30 NOVEMBRE 1972

Régime douanier pour l'importation des articles par les participants aux Expositions Internationales.

Article 1er.

Définitions.

Pour l'application de la présente annexe on entend par :

a) « Droits à l'importation », les droits de douane et tous autres droits et taxes perçus à l'importation ou à l'occasion de l'importation, ainsi que tous les droits d'accise et taxes intérieures dont sont passibles les marchandises importées, à l'exclusion toutefois des redevances et impositions qui sont limitées au coût approximatif des services rendus et qui ne constituent pas une protection indirecte des produits nationaux ou des taxes de caractère fiscal à l'importation.

b) « Admission temporaire », l'importation temporaire en franchise de droits à l'importation, sans prohibitions ni restrictions d'importation, à charge de réexportation.

Article 2.

Bénéficient de l'admission temporaire :

a) Les marchandises destinées à être exposées ou à faire l'objet d'une démonstration à l'exposition ;

b) Les marchandises destinées à être utilisées pour les présentations à l'exposition de produits étrangers, telles que :

i) Les marchandises nécessaires pour la démonstration des machines ou appareils étrangers exposés ;

ii) Les matériaux de construction, même à l'état brut, le matériel de décoration et d'ameublement, et l'équipement électrique pour les pavillons et stands étrangers de l'exposition, ainsi que pour les locaux affectés au Commissaire Général de Section d'un pays étranger participant ;

iii) Les outils, le matériel utilisés pour la construction et les moyens de transports, nécessaires aux travaux de l'exposition ;

iv) Le matériel publicitaire ou de démonstration destiné manifestement à être utilisé à titre de publicité pour les marchandises étrangères présentées à l'exposition, tel que les enregistrements sonores, films et diapositives, ainsi que l'appareillage nécessaire à leur utilisation.

c) Le matériel, y compris les installations d'interprétariat, les appareils d'enregistrement du son et les films à caractère éducatif, scientifique ou culturel, destiné à être utilisé à l'occasion de l'exposition.

Article 3.

Les facilités visées à l'article 2 de cette Annexe sont accordées à condition que :

a) Les marchandises puissent être identifiées lors de leur réexportation ;

b) Le Commissaire Général de Section du pays participant garantisse sans dépôt de fonds le paiement des droits à l'importation frappant les marchandises qui ne seraient pas réexportées après la clôture de l'exposition dans les délais fixés ; d'autres garanties prévues par la législation du pays invitant peuvent être admises à la demande des exposants (par exemple carnet A. T. A. institué par la Convention du Conseil de Coopération douanière du 6 décembre 1961) ;

c) Les autorités douanières du pays d'importation temporaire estiment que les conditions imposées par cette annexe soient remplies.

Article 4.

Aussi longtemps qu'elles bénéficient des facilités prévues par la présente Annexe et sauf si les lois et règlements du pays d'importation temporaire le permettent, les marchandises placées en admission temporaire ne peuvent pas être prêtées, louées ou utilisées moyennant rétribution ni transportées hors du lieu de l'exposition. Elles doivent être réexportées dans les plus brefs délais et au plus tard trois mois après la clôture de l'exposition. Les autorités douanières peuvent pour des raisons valables prolonger cette période dans les limites prescrites par les lois et règlements du pays d'importation temporaire.

Article 5.

a) Nonobstant l'obligation de réexportation prévue à l'article 4, la réexportation des marchandises périssables ou gravement endommagées ou de faible valeur n'est pas exigée, pourvu qu'elles soient, selon la décision des autorités douanières :

i) Soumises aux droits à l'importation dus en l'espèce ou
ii) Abandonnées, libres de tous frais, au Trésor public du pays d'importation temporaire ou
iii) Détruites, sous contrôle officiel, sans qu'il puisse en résulter de frais pour le Trésor public du pays d'importation temporaire.

Toutefois l'obligation de réexportation ne s'applique pas aux marchandises de toute nature dont la destruction requise par le Commissaire Général de Section concerné est effectuée sous contrôle officiel et sans qu'il puisse en résulter de frais pour le Trésor public du pays d'importation temporaire.

b) Les marchandises placées en admission temporaire peuvent recevoir une destination autre que la réexportation, et notamment être mises à la consommation intérieure, sous réserve qu'il soit satisfait aux conditions et aux formalités qui seraient appliquées en vertu des lois et règlements du pays d'importation temporaire si elles étaient importées directement de l'étranger.

Article 6.

Les produits accessoirement obtenus au cours de l'exposition, à partir de marchandises importées temporairement, à l'occasion de la démonstration de machines ou d'appareils exposés, sont soumis aux dispositions des articles 4 et 5 de la présente Annexe, de la même façon que s'ils avaient été placés en admission temporaire, sous réserve des dispositions de l'article 7 ci-après.

Article 7.

Les droits à l'importation ne sont pas perçus, les prohibitions ou restrictions à l'importation ne sont pas appliquées et, si l'admission temporaire a été accordée, la réexportation n'est pas exigée dans les cas suivants, pourvu que la valeur globale et la quantité des marchandises soient raisonnables, de l'avis des autorités douanières du pays d'importation, eu égard à la nature de l'exposition, au nombre des visiteurs et à l'importance de la participation de l'exposant :

a) Petits échantillons (autres que boissons alcooliques, tabac et combustibles) représentatifs des marchandises étrangères exposées à l'exposition, y compris les échantillons de produits alimentaires et de boissons, importés comme tels ou obtenus à l'exposition à partir de marchandises importées en vrac, pourvu :

i) Qu'il s'agisse de produits étrangers fournis gratuitement et qui servent uniquement à des distributions gratuites au public à l'exposition pour être utilisés ou consommés par les personnes à qui ils auront été distribués ;

ii) Que ces produits soient identifiables comme étant des échantillons à caractère publicitaire ne présentant qu'une faible valeur unitaire ;

iii) Qu'ils ne se prêtent pas à la commercialisation et qu'ils soient, le cas échéant, conditionnés en quantités nettement plus petites que celles contenues dans le plus petit emballage vendu au détail ;

iv) Que les échantillons de produits alimentaires et de boissons qui ne sont pas distribués dans les emballages, conformément à l'alinéa iii ci-dessus, soient consommés à l'exposition.

b) Echantillons importés qui sont utilisés ou consommés par les membres des jurys de l'exposition pour apprécier et juger les objets exposés, sous réserve de la production d'une attestation du Commissaire Général de Section, mentionnant la nature et la quantité des objets consommés au cours de telle appréciation et tel jugement.

c) Marchandises importées uniquement en vue de leur démonstration, ou pour la démonstration de machines et appareils étrangers présentés à l'exposition, et qui sont consommées ou détruites au cours de ces démonstrations.

d) Imprimés, catalogues, prospectus, prix courants, affiches, calendriers (illustrés ou non) et photographies non encadrées, destinés manifestement à être utilisés à titre de publicité pour les marchandises étrangères présentées à l'exposition pourvu qu'il s'agisse de produits étrangers fournis gratuitement et qui servent uniquement à des distributions gratuites au public sur le lieu de l'exposition.

Article 8.

Les droits à l'importation ne sont pas perçus, les prohibitions ou restrictions à l'importation ne sont pas appliquées et si l'admission temporaire a été accordée, la réexportation n'est pas exigée dans les cas suivants :

a) Produits qui sont importés et utilisés pour la construction, l'aménagement, la décoration, l'animation et l'environnement des présentations étrangères à l'exposition (peintures, vernis, papiers de tenture, liquides vaporisés, articles pour feux d'artifice, graines ou plants, etc.) détruits du fait de leur utilisation ;

b) Catalogues, brochures, affiches et autres imprimés officiels, illustrés ou non, qui sont publiés par les pays participant à l'exposition ;

c) Plans, dessins, dossiers, archives, formules et autres documents destinés à être utilisés comme tels à l'exposition.

Article 9.

a) A l'entrée comme à la sortie, la vérification et le dédouanement des marchandises qui vont être ou qui ont été présentées ou utilisées à une exposition sont effectués, dans tous les cas où cela est possible et opportun, sur les lieux de cette exposition ;

b) Chaque Partie contractante s'efforcera, dans tous les cas où elle l'estimera utile, compte tenu de l'importance de l'exposition, d'ouvrir pour une durée raisonnable un bureau de douane sur les lieux de l'exposition organisée sur son territoire ;

c) La réexportation de marchandises placées en admission temporaire peut s'effectuer en une ou en plusieurs fois et par tout bureau de douane ouvert à ces opérations, même s'il est différent du bureau d'importation, sauf si l'importateur s'engage, afin de bénéficier d'une procédure simplifiée, à réexporter les marchandises par le bureau d'importation.

Article 10.

Les dispositions qui précèdent ne mettent pas obstacle à l'application :

a) De facilités plus grandes que certaines Parties contractantes accordent ou accorderaient soit par des dispositions unilatérales, soit en vertu d'accords bilatéraux ou multilatéraux ;

b) Des règlements nationaux ou conventionnels non douaniers concernant l'organisation de l'exposition ;

c) Des prohibitions et restrictions résultant des lois et règlements nationaux et fondées sur des considérations de moralité ou d'ordre public, de sécurité publique, d'hygiène ou de santé publiques ou sur des considérations d'ordre vétérinaire ou phytopathologique, ou se rapportant à la protection des brevets, marques de fabrique et droits d'auteur et de reproduction.

Article 11.

Pour l'application de la présente Annexe les territoires des pays contractants qui forment une Union douanière ou économique peuvent être considérés comme un seul territoire.

RECOMMANDATION

L'Assemblée générale recommande que les droits à l'importation ne soient pas perçus et les prohibitions ou restrictions à l'importation ne soient pas appliquées, et, si l'admission temporaire a été accordée, la réexportation ne soit pas exigée, pourvu que la valeur globale et la quantité de marchandises soient raisonnables de l'avis des autorités douanières du pays d'importation eu égard à la nature de l'exposition, au nombre des visiteurs et à l'importance de la participation de l'exposant pour les produits importés par les commissaires généraux de section pour :

i) leur consommation personnelle ;

ii) être utilisés lors des réceptions officielles ;

iii) être offerts aux visiteurs de marque de leur propre pays, du pays organisateur ou à ceux venant d'un pays tiers.

COPIE CERTIFIEE CONFORME A L'ORIGINAL
CONSERVE AUX ARCHIVES
DU MINISTERE DES AFFAIRES ETRANGERES
PARIS, le 21 AOUT 1974

Le Conservateur en Chef des Archives

Signé : M. DEGROS

T. C. A. 509. — Imprimerie des Journaux officiels, Paris.

Translation prepared by the Department of State

Protocol amending the Convention signed at Paris on November 22, 1928, concerning International Expositions

The Parties to this Convention,

Considering that the rules and procedures established by the Convention concerning international expositions, which was signed at Paris on November 22, 1928, as amended and supplemented by the Protocols of May 10, 1948 and November 16, 1966,[1] have proved useful and necessary for the organizers of such expositions and for the participating States;

Desiring to adapt to the conditions of modern endeavor the aforesaid rules and procedures, as well as those concerning the organization responsible for their application, and to bring together those provisions in a single instrument replacing the 1928 Convention;

Have agreed as follows:

Article I

The purpose of this Protocol is:

(a) To amend the rules and procedures relating to international expositions;

(b) To amend the provisions concerning the activities of the International Expositions Bureau.

AMENDMENT

Article II

The 1928 Convention is again amended by this Protocol in accordance with the objectives set forth in Article I. The text of the Convention thus amended is contained in the Appendix to this Protocol of which it constitutes an integral part.

Article III

(1) This Protocol shall be open for signature by the Parties to the 1928 Convention, at Paris, from November 30, 1972 to November 30, 1973, and shall remain open thereafter for accession by those Parties.

(2) The Parties to the 1928 Convention may become Parties to this Protocol by:

(a) Signature without reservation of ratification, acceptance, or approval;

[1] TIAS 6548, 6549; 19 UST 5927, 5974.

(b) Signature with reservation of ratification, acceptance, or approval, followed by ratification, acceptance, or approval;

(c) Accession.

(3) Instruments of ratification, acceptance, approval, or accession shall be deposited with the Government of the French Republic.

Article IV

This Protocol shall enter into force on the date on which 29 States have become Parties hereto as provided in Article III.

Article V

The provisions of this Protocol shall not apply to the registration of an exposition for which a date has already been approved by the International Expositions Bureau up to and including the meeting of the Administrative Council immediately preceding the entry into force of this Protocol, in accordance with Article IV hereinabove.

Article VI

The Government of the French Republic shall notify the Governments of the Contracting Parties and the International Expositions Bureau of:

(a) Signatures, ratifications, approvals, acceptances, and accessions in accordance with Article III;

(b) The date on which this Protocol shall enter into force in accordance with Article IV.

Article VII

Upon the entry into force of this Protocol, the Government of the French Republic shall have it registered with the United Nations Secretariat, pursuant to Article 102 of the Charter of the United Nations.[1]

In witness whereof, the undersigned, duly authorized for that purpose, have signed this Protocol.

Done at PARIS, November 30, 1972, in the French language in a single original that shall be kept in the archives of the Goverment of the French Republic, which shall issue certified copies to the Governments of all the Parties to the 1928 Convention.

For the Government of the Republic of Austria:
(Subject to ratification.)

Erich Bielka

September 28, 1973.

For the Government of the Kingdom of Belgium:
(Subject to ratification.)

R. Raux
R. Rothschild

[1] TS 993; 59 Stat. 1052.

For the Government of the Federative Republic of Brazil:

For the Government of the People's Republic of Bulgaria:
(With the reservations and the declaration made at the time of signature.)

E. Razlogov

For the Government of the Byelorussian Soviet Socialist Republic:
(Subject to the reservation expressed in the full powers and in the declaration.)

V. Anichtchouk

For the Government of Canada:

Claude T. Charland

For the Government of the Czechoslovak Socialist Republic:

For the Government of the Kingdom of Denmark:
(Subject to ratification.)

Poul Assam

For the Government of the Republic of Finland:
(Subject to ratification.)

Olle Herold

For the Government of the French Republic:

Christian d'Aumale

For the Government of the Federal Republic of Germany:

S. von Braun

For the Government of the Kingdom of Greece:

For the Government of the Republic of Haiti:

For the Government of the Hungarian People's Republic:
(Subject to the reservation stated in the full powers.)

Laszlo Foldes

For the Government of the State of Israel:
(Subject to ratification.)

Israel Haviv

For the Government of the Italian Republic:
(Subject to ratification.)

Francesco Malfatti

For the Government of Japan:

For the Government of the Lebanese Republic:

For the Government of the Principality of Monaco:

PIERRE-LOUIS FALAIZE

For the Government of the Kingdom of Morocco:

For the Government of the Kingdom of the Netherlands:
(Subject to ratification.)

J.A. DE RANITZ

For the Government of New Zealand:

For the Government of the Federal Republic of Nigeria:

For the Government of the Kingdom of Norway:

HERSLEB VOGT

For the Government of the Polish People's Republic:
(Subject to ratification and to the reservation stated in the note verbale of November 30, 1972 No. Z–II–OME–BIE1.)

MICHAL KAJZERA

For the Government of the Portuguese Republic:
(Subject to ratification.)

ALFREDO LENCASTRE DA VEIGA *November 29, 1973.*

For the Government of the Socialist Republic of Romania:
(Subject to ratification and with the reservation, stated in the full powers, in regard to the provisions of paragraphs 3 and 4 of Article 34, and with the declaration in regard to Article 35.)

C. FLITAN *November 8, 1973.*

For the Government of Spain:

EMILIO DE MOTTA

For the Government of the Kingdom of Sweden:
(Subject to ratification.)

M.D. WINTER

For the Government of the Swiss Confederation:
(Subject to ratification.)

MAX TROENDLE

For the Government of the United Republic of Tanzania:

For the Government of the Republic of Tunisia:

ABDESSALEM BEN AYED

For the Government of the Ukranian Soviet Socialist Republic:
(Subject to the reservation and the declaration transmitted at the time of signature.)

ALEXANDRE GORDENKO

For the Government of the Union of Soviet Socialist Republics:
(Subject to the reservation and the declaration transmitted at the time of signature.)

YOURI BORISSOV

For the Government of the United Kingdom of Great Britain and Northern Ireland:

DONALD LOGAN
FRANCIS SEDGWICK-JELL

For the Government of the United States of America:
(Subject to ratification and to the declaration contained in note verbale No. 201 of November 29, 1972.)

JACK B. KUBISCH

APPENDIX

Convention concerning International Expositions, signed at Paris on November 22, 1928, amended and supplemented by the Protocols of May 10, 1948, November 16, 1966, and November 30, 1972.

SECTION I

DEFINITIONS AND PURPOSE

Article 1

(1) An exposition is an event which, whatever its title, has as its principal purpose the education of the public by taking stock of the means available to man for meeting the needs of civilization and demonstrating the progress achieved in one or more branches of human endeavor or the prospects for the future.

(2) An exposition is international when more than one State participates therein.

(3) The participants in an international exposition are, on the one hand, exhibitors of States officially represented grouped in national sections and, on the other hand, international organizations or exhibitors who are nationals of States not officially represented, and, lastly, those who are authorized under the regulations of the exposition to engage in another activity, in particular, concessionaires.

Article 2

This Convention shall apply to all international expositions except:

(a) Expositions having a duration of less than three weeks;

(b) Fine arts expositions;

(c) Essentially commercial expositions.

Article 3

(1) Regardless of the title that may be given to an exposition by its organizers, this Convention makes a distinction between universal expositions and specialized expositions.

(2) An exposition is universal when it takes stock of the means employed and the progress achieved or to be achieved in several branches of human endeavor, as defined in the classification provided for in Article 30(2)(a) of this Convention.

(3) An exposition is specialized when it is devoted to only one branch of human endeavor, as that branch is defined in the classification.

SECTION II

DURATION AND FREQUENCY OF EXPOSITIONS

Article 4

(1) The duration of an exposition shall not exceed six months.

(2) The opening and closing dates of an exposition shall be fixed at the time of its registration and may not be changed except in case of force majeure and with the consent of the International Expositions Bureau (hereinafter called the Bureau) referred to in Section V of this Convention. Nevertheless, the total duration of the exposition shall not exceed six months.

Article 5

(1) The frequency of the expositions to which this Convention applies shall be regulated as follows:

(a) In the same State, a minimum interval of 20 years must elapse between two universal expositions; a minimum interval of five years must elapse between a universal exposition and a specialized exposition;

(b) In different States, a minimum interval of 10 years must elapse between two universal expositions;

(c) In the same State, a minimum interval of 10 years must elapse between specialized expositions of the same kind; a minimum interval of five years must elapse between two specialized expositions of a different kind;

(d) In different States, a minimum interval of five years must elapse between two specialized expositions of the same kind; a minimum interval of two years must elapse between two specialized expositions of a different kind.

(2) Notwithstanding the provisions of paragraph (1) above, the Bureau may, in exceptional circumstances and under the conditions set forth in Article 28(3)(f), shorten the aforementioned intervals for the benefit of specialized expositions, on the one hand, and to a minimum of seven years for the benefit of universal expositions held in different States, on the other hand.

(3) The intervals that must elapse between registered expositions shall run from the opening date of the expositions.

SECTION III

REGISTRATION

Article 6

(1) The Government of a Contracting Party in whose territory it is proposed to hold an exposition (hereinafter called the inviting Government) must send the Bureau an application for its registration, stating the legislative, regulatory, or financial measures that it plans to take in connection with the exposition. The Government of a non-Contracting State desiring to obtain registration of an exposition may also apply to the Bureau, provided that it undertakes to comply, for the exposition, with the provisions of Sections I, II, III, and IV of this Convention and the regulations issued for their implementation.

(2) Application for registration must be made by the Government responsible for the international relations of the place where the proposed exposition is to be held (hereinafter called the inviting Government), even if that Government is not the organizer of the exposition.

(3) The Bureau shall establish in its mandatory regulations the maximum time limit for setting the date of an exposition and the minimum time limit for filing an application for registration; it shall stipulate the documents that must accompany an application. It may also fix by mandatory regulations the amount of the contributions required to cover the cost of examining the application.

(4) Registration shall be granted only if the exposition meets the conditions laid down in this Convention and the regulations issued by the Bureau.

Article 7

(1) When two or more States are competing for registration of an exposition and do not succeed in agreeing among themselves, they shall refer the matter to the General Assembly of the Bureau, which shall decide taking into account the considerations submitted and particularly special reasons of a historic or moral nature, the period that has elapsed since the last exposition, and the number of events already held by the competing States.

(2) Except in exceptional circumstances, the Bureau shall give preference to an exposition to be held in the territory of a Contracting Party.

Article 8

Except as provided for in Article 4(2), a State that has obtained registration of an exposition shall forfeit the rights inherent in such registration if it changes the date by which it stated it would abide. If it intends to organize the exposition at another date, it must file a new application and, if applicable, comply with the procedure established in Article 7, which any competition entails.

Article 9

(1) The Contracting Parties shall withhold their participation and sponsorship, as well as any subsidies, from any exposition that has not been registered.

(2) The Contracting Parties are entirely free not to participate in a registered exposition.

(3) Each Contracting Party will take whatever measures appear to be most appropriate under its own laws to proceed against the promoters of fictitious expositions or expositions to which participants may be fraudulently attracted by misleading promises, announcements, or advertising.

SECTION IV

OBLIGATIONS OF ORGANIZERS OF REGISTERED EXPOSITIONS AND OF PARTICIPATING STATES

Article 10

(1) The inviting Government shall ensure compliance with the provisions of this Convention and the regulations issued for its implementation.

(2) If that Government itself does not organize the exposition, the juristic person organizing it must be officially recognized for that purpose by the Government, which shall guarantee the fulfillment of the obligations of the juristic person.

Article 11

(1) All invitations to participate in an exposition, whether addressed to Contracting Parties or to non-member States, must be sent through the diplomatic channel by only the Government of the inviting State to only the Government of the invited State, on its own behalf and on behalf of the other natural or juristic persons under its jurisdiction. The replies shall be sent via the same channel to the inviting Government, as well as the expression of desire to participate by uninvited natural or juristic persons. Invitations shall be issued bearing in mind the time limits stipulated by the Bureau. Invitations to international organizations shall be sent direct to them.

(2) No Contracting Party may organize or sponsor participation in an international exposition if the aforesaid invitations have not been sent in accordance with the provisions of this Convention.

(3) The Contracting Parties undertake not to issue or accept any invitation to participate in an exposition, whether or not it is to be held in the territory of a Contracting Party or that of a non-member State, if the invitation does not refer to the registration granted in accordance with the provisions of this Convention.

(4) Any Contracting Party may require the organizers to refrain from sending it invitations other than the one intended for it. It may also refrain from forwarding invitations or the expression of desire to participate by uninvited natural or juristic persons.

Article 12

The inviting Government shall appoint a Commissioner General of the exposition to represent it for all purposes of this Convention and in all matters concerning the exposition.

Article 13

The Government of any State participating in an exposition shall appoint a Section Commissioner General to serve as its representative to the inviting Government. The Section Commissioner General alone shall be responsible for the organization of his national display. He shall inform the Commissioner General of the exposition of the composition of that display and see that the rights and obligations of exhibitors are respected.

Article 14

(1) In the event that universal expositions include national pavilions, all the participating Governments shall build their pavilions at their own expense. Nonetheless, with the prior approval of the Bureau, the organizers of universal expositions may, as an exception, construct sites for rental to Governments that are not able to build national pavilions.

(2) In the case of specialized expositions, the construction of the buildings shall be incumbent on the organizers.

Article 15

In a universal exposition, no rent or fixed fee may be charged by the inviting Government, the local authorities, or the exposition organizers for space allotted to participating Governments (except for rental for sites built under the exception provided for in Art. 14(1)). If a real property tax is payable under the law of the inviting State, it shall be borne by the organizers. Payment may be made only for services actually rendered in application of the regulations approved by the Bureau.

Article 16

The customs regime of expositions is fixed in the Annex to this Convention, of which the Annex is an integral part.

Article 17

Only those sections in an exposition that are established under the authority of Commissioners General appointed as provided in Article 13 by the Governments of the participating States shall be considered national sections and may therefore be designated as such. A national section shall comprise all the exhibitors of the State concerned, but not the concessionaires.

Article 18

(1) In an exposition no geographical designation relating to a Contracting Party may be used to designate a participant or group of participants except with the authorization of the Section Commissioner General representing the Government of the aforesaid Party.

(2) If a Contracting Party does not participate in an exposition, the Commissioner General of that exposition shall ensure compliance with the protection referred to in the preceding paragraph insofar as that Contracting Party is concerned.

Article 19

(1) Products displayed in the national section of a participating State must bear a close relationship to that State (for example, articles originating in its territory or products created by its nationals).

(2) However, with the consent of the Commissioners General of the other States involved, other articles or products may be included provided that they only serve to supplement the display.

(3) In the event of a dispute between participating States in the cases provided for in paragraphs (1) and (2), it shall be arbitrated by the Section Commissioners General acting as a body, by decision of the majority of Commissioners present. The decision shall be final.

Article 20

(1) Except as otherwise provided in the laws of the inviting State, no monopolies of any kind whatsoever shall be granted unless, in the case of public utilities, permission is granted by the Bureau at the time of registration. In that case, the organizers must undertake to:

(a) Indicate the existence of the monopoly or monopolies in the general exposition regulations and the participation contract;

(b) Ensure that participants are allowed to use the monopoly utilities under the conditions customarily applied in the State;

(c) In no case to limit the powers of the Commissioners General in their respective sections.

(2) The Commissioner General of the exposition shall take all steps to ensure that the rates charged the participating States are no higher then those charged the exposition organizers and in any event that they are no higher than the normal rates for the locality.

Article 21

The Commissioner General of the exposition shall take all possible steps to ensure the efficient operation of the public utility services inside the exposition.

Article 22

The inviting Government shall endeavor to facilitate the organization of the participation of States and their nationals, particularly

with respect to transportation rates and conditions for the admission of persons and goods.

Article 23

(1) The general regulations of an exposition must indicate whether, independently of the certificates of participation which may be accorded, awards will or will not be granted to participants. In cases where awards are provided for, they may be limited to certain categories.

(2) Before the opening of an exposition, any participant may declare that it does not wish to receive awards.

Article 24

The International Expositions Bureau referred to in the next Section may establish regulations setting the general conditions for the composition and operation of juries and determining the method of granting awards.

SECTION V

INSTITUTIONAL PROVISIONS

Article 25

(1) An international organization called the International Expositions Bureau is hereby created for the purpose of ensuring and providing for the application of this Convention. Its members shall be the Governments of the Contracting Parties. The headquarters of the Bureau shall be at Paris.

(2) The Bureau shall have legal personality, in particular the ability to conclude contracts, to buy and sell movable and real property, as well as to be a party to legal proceedings.

(3) The Bureau shall be competent to conclude agreements, in particular in the matter of privileges and immunities with States and international organizations for the performance of the duties assigned to it under this Convention.

(4) The Bureau shall consist of a general assembly, a president, an executive committee, specialized committees, as many vice presidents as there are committees, and a secretariat placed under the authority of a secretary general.

Article 26

The General Assembly of the Bureau shall be composed of delegates appointed by the Governments of the Contracting Parties, each Party having the right to appoint one to three delegates.

Article 27

The General Assembly shall hold regular sessions and may also hold special sessions. It shall rule on all questions that this Convention

places under the jurisdiction of the Bureau, of which it is the highest authority, and, in particular:

(a) It shall discuss, adopt, and publish regulations governing the registration, classification, and organization of international expositions and the operation of the Bureau.

Within the limits of the provisions of this Convention, it may establish mandatory regulations. It may also establish model regulations that shall serve as guidelines for the organization of expositions;

(b) It shall prepare the budget, and audit and approve the accounts of the Bureau;

(c) It shall approve the reports of the Secretary General;

(d) It shall establish any committees that it considers appropriate, choose the members of the Executive Committee and the other committees, and establish the length of their term of office;

(e) It shall approve any draft international agreement referred to in Article 25(3) of this Convention;

(f) It shall adopt the draft amendments referred to in Article 33;

(g) It shall appoint the Secretary General.

Article 28

(1) The Government of each Contracting Party, whatever the number of its delegates, shall have one vote in the General Assembly. However, its voting rights shall be suspended if the total amount of contributions owed by it under Article 32 hereof exceeds the total amount of its contributions for the current year and the preceding year.

(2) The General Assembly shall be considered to have a quorum when the number of delegations present at the meeting and entitled to vote is at least two-thirds the number of Contracting Parties entitled to vote. If that quorum is not reached, the General Assembly shall be reconvened to consider the same agenda no less than one month later. In such case, the required quorum shall be lowered to one-half the number of Contracting Parties entitled to vote.

(3) Decisions shall require a majority of the delegations present and voting. However, in the following cases a two-thirds majority shall be required:

(a) Adoption of draft amendments to this Convention;

(b) Establishment and amendment of the regulations;

(c) Adoption of the budget and approval of the amount of the annual contributions of the Contracting Parties;

(d) Authorization to change the opening or closing dates of an exposition as provided in Article 4 hereinabove;

(e) Registration of an exposition in the territory of a non-member State in the event of competition with an exposition in the territory of a Contracting Party;

(f) Reduction of the intervals specified in Article 5 of this Convention;

(g) Acceptance of reservations relating to an amendment presented by a Contracting Party, such amendment to be adopted, in accordance with Article 33, by a four-fifths majority or unanimously, as the case may be;

(h) Approval of any draft international agreement;

(i) Appointment of the Secretary General;

Article 29

(1) The President shall be elected by the General Assembly by secret ballot for a term of two years from among the delegates of the Governments of the Contracting Parties, but he shall no longer represent the State of which he is a national during his term of office. He may be re-elected.

(2) The President shall call and chair the meetings of the General Assembly and shall ensure the proper operation of the Bureau. In his absence, his duties shall be performed by the Vice President who is serving as chairman of the Executive Committee or, in the latter's absence, by one of the other Vice Presidents, in the order of their election.

(3) The Vice Presidents shall be elected from among the delegates of the Governments of the Contracting Parties by the General Assembly, which shall determine the nature and term of their service and, in particular, specify the committee to be headed by them.

Article 30

(1) The Executive Committee shall be composed of the delegates of the Governments of 12 Contracting Parties, each Government having one delegate.

(2) The Executive Committee shall:

(a) Prepare and keep up to date a classification of the human endeavors that may be included in an exposition;

(b) Consider all applications for the registration of an exposition and submit them, with its opinion, to the General Assembly for approval;

(c) Perform the tasks assigned to it by the General Assembly;

(d) It may request the opinion of the other committees.

Article 31

(1) The Secretary General, chosen in accordance with Article 28 of this Convention, must be a national of one of the Contracting Parties.

(2) The Secretary General shall be responsible for managing the day-to-day affairs of the Bureau in accordance with the instructions of the General Assembly and the Executive Committee. He shall prepare the draft budget, submit the accounts, and report to the General Assembly on his activities. He shall represent the Bureau, in particular in legal matters.

(3) The General Assembly shall determine the other duties and obligations of the Secretary General, as well as his status.

Article 32

The annual budget of the Bureau shall be fixed by the General Assembly as provided in Article 28(3). It shall take into account the financial reserves of the Bureau and receipts of all kinds as well as the debit and credit balances shown in previous years. The expenditures of the Bureau shall be covered by those sources and by the contributions of the Contracting Parties in accordance with the number of shares assigned to each of them pursuant to the decisions of the General Assembly.

Article 33

(1) Any Contracting Party may propose a draft amendment to this Convention. The text of the aforesaid draft and the reasons for it shall be addressed to the Secretary General who shall communicate them, as soon as possible, to the other Contracting Parties.

(2) The proposed draft amendment shall be included on the agenda of the regular session or a special session of the General Assembly that shall be held at least three months after the date of its transmittal by the Secretary General.

(3) Any draft amendment adopted by the General Assembly under the conditions prescribed in the preceding paragraph and in Article 28 shall be submitted by the Government of the French Republic to all the Contracting Parties for acceptance. It shall enter into force for all the Contracting Parties on the date on which four-fifths of them have notified the Government of the French Republic of their acceptance. However, notwithstanding the foregoing provisions, no draft amendment to this paragraph, to Article 16 relating to the customs regime, or to the Annex provided for in that Article, shall enter into force until the date on which all the Contracting Parties have notified the Government of the French Republic of their acceptance.

(4) Any Contracting Party that wishes to express a reservation regarding its acceptance of an amendment shall inform the Bureau of the terms of the proposed reservation. The General Assembly shall rule on the admissibility of such reservation. The General Assembly must allow reservations designed to safeguard established positions in the field of expositions and reject these that would result in the creation of privileged positions. If the reservation is accepted, the Party that presented it shall be listed among those counted as

having agreed to the amendment for purposes of calculating the aforementioned four-fifths majority. If the reservation is rejected, the Party that presented it shall choose between refusing the amendment or accepting it without reservation.

(5) Once an amendment enters into force under the conditions set forth in the third paragraph of this Article, any Contracting Party that refused to accept it may, if it deems appropriate, invoke the provisions of Article 37 below.

Article 34

(1) Any dispute between two or more Contracting Parties with respect to the implementation or interpretation of this Convention that cannot be settled by the authorities vested with decision-making powers under this Convention shall be the subject of negotiations between the parties to the dispute.

(2) If those negotiations do not produce an agreement within a short period to time, one of the parties shall refer the matter to the President of the Bureau and ask him to appoint a conciliator. If the conciliator cannot reach an agreement between the parties to the dispute regarding a solution thereto, he shall so find and define in his report to the President the nature and extent of the dispute.

(3) When a disagreement has thus been found to exist, the dispute shall be put to arbitration. For this purpose, one of the parties shall submit a request for arbitration to the Secretary General of the Bureau, naming the arbitrator it has chosen, within two months following the transmittal of the report to the parties to the dispute. The other party or parties to the dispute shall each appoint their respective arbitrator within two months. Failing that, one of the parties shall ask the President of the International Court of Justice to appoint an arbitrator or arbitrators.

When several parties make common cause, they shall count as only one party for purposes of applying the provisions of the preceding paragraph. In case of doubt, the Secretary General shall decide.

The arbitrators in turn shall designate an umpire. If the arbitrators cannot agree on a choice within two months, the President of the International Court of Justice shall do so at the request of one of the parties.

(4) The arbitration panel shall rule by a majority of its members, and the umpire shall cast the deciding vote in case of a tie. The arbitration award shall be binding on all the parties to the dispute and shall be final and unappealable.

(5) At the time it signs or ratifies this Convention or accedes to it, any State may declare that it does not consider itself bound by the provisions of paragraphs (3) and (4) above. The other Contracting Parties shall not be bound by those provisions in respect of any State that has formulated such a reservation.

(6) Any Contracting Party that formulated a reservation in accord-

ance with the provisions of the preceding paragraph may at any time cancel that reservation by notification addressed to the depositary Government.

Article 35

This Convention shall be open for accession by any State, whether or not a member of the United Nations, that is a party to the Statute of the International Court of Justice or a member of a specialized agency of the United Nations or a member of the International Atomic Energy Agency, and by any other State whose request for accession is approved by a two-thirds majority of the Contracting Parties entitled to vote in the General Assembly of the Bureau. Instruments of accession shall be deposited with the Government of the French Republic and shall take effect on the date of their deposit.

Article 36

The Government of the French Republic shall notify the Governments of the State Parties to this Convention, as well as the International Expositions Bureau, of:

(a) The entry into force of amendments, pursuant to Article 33;

(b) Accessions, pursuant to Article 35;

(c) Denunciations, pursuant to Article 37;

(d) Reservations expressed under the terms of Article 34(5);

(e) The expiration of the Convention, if applicable.

Article 37

(1) Any Contracting Party may denounce this Convention by written notice to the Government of the French Republic.

(2) Such denunciation shall take effect one year after the date of receipt of the notification.

(3) This Convention shall expire if, by reason of denunciations, the number of Contracting Parties is reduced to less than seven.

Subject to any agreement that may be concluded between the Contracting Parties concerning the dissolution of the Bureau, the Secretary General shall be entrusted with liquidation matters. The assets shall be divided among the Contracting Parties in proportion to the contributions paid by them since they became Parties to this Convention. If there are liabilities, they shall be assumed by the aforesaid Parties in proportion to the contributions fixed for the fiscal year then in progress.

Done at Paris, November 30, 1972.

[For signatures, see pp. 4306–4309.]

ANNEX

to the Convention signed at Paris on November 22, 1928, concerning International Expositions, as amended and supplemented by the Protocols of May 10, 1948, November 16, and November 30, 1972

Customs Regime

for the importation of goods by participants in international expositions.

ARTICLE 1

Definitions

For purposes of this Annex:

(a) The term "import duties" means customs duties and all other duties and taxes payable on, or in connection with, importation and shall include all internal taxes and excise duties chargeable on imported goods, but shall not include fees and charges which are limited in amount to the approximate cost of services rendered and do not represent indirect protection to domestic products or a taxation of imports for fiscal purposes.

(b) The term "temporary admission" means temporary importation free of import duties and free of import prohibitions or restrictions, subject to re-exportation.

ARTICLE 2

Temporary admission shall be granted to:

(a) Goods intended for display or demonstration at an exposition;

(b) Goods intended for use in connection with the display of foreign products, including:

(i) Goods necessary for the purpose of demonstrating foreign machinery or apparatus to be displayed;

(ii) Construction material, even in a raw state, decoration material and furnishings, and electrical fittings for foreign pavilions and stands at an exposition, as well as for the premises assigned to the Section Commissioner General of a participating foreign country;

(iii) Construction tools and equipment and transport needed for the works at the exposition;

(iv) Advertising and demonstration material which is obviously publicity material for the foreign goods displayed at the exposition, for example, sound recordings, films and lantern slides, as well as apparatus for use therewith;

(c) Equipment including interpretation apparatus, sound recording apparatus, and films of an educational, scientific, or cultural character intended for use at the exposition.

ARTICLE 3

The facilities referred to in Article 2 of this Annex shall be granted provided that:

(a) The goods can be identified when they are re-exported;

(b) The Section Commissioner General of the participating country guarantees, without a deposit of funds, payment of the import duties on any goods that are not re-exported after the close of the exposition within the period of time stipulated; other guarantees provided for in the legislation of the inviting country may be accepted at the request of exhibitors (for example, the A.T.A. carnet established under the Convention of December 6, 1961[1] of the Customs Cooperation Council);

(c) The customs authorities of the country of temporary importation believe that the conditions stipulated by this Annex have been met.

ARTICLE 4

Unless the national laws and regulations of the country of temporary importation so permit, goods granted temporary admission shall not, whilst they are the subject of the facilities granted under this Annex, be loaned, or used in any way for hire or reward, or be removed from the place of the exposition. They shall be re-exported as promptly as possible and at the latest within three months of the closing of the exposition. For valid reasons the customs authorities may extend that period within the limits laid down by the laws and regulations of the country of temporary importation.

ARTICLE 5

(a) Notwithstanding the requirement of re-exportation laid down in Article 4, the re-exportation of badly damaged goods, goods of little value and perishable goods, shall not be required provided that the goods:

(i) Are subjected to the import duties to which they are liable; or

(ii) Are abandoned free of all expense to the Exchequer of the country into which they were temporarily imported; or

(iii) Are destroyed, under official supervision, without expense to the Exchequer of the country into which they were temporarily imported; as the customs authorities may require.

However, the obligation of re-exportation shall not apply to any goods whose destruction, required by the Section Commissioner

[1] TIAS 6631; 20 UST 58.

General concerned, is effected under official supervision without expense to the Exchequer of the country into which they were temporarily imported;

(b) Goods granted temporary admission may be disposed of otherwise than by re-exportation, and in particular may be taken into home use, subject to compliance with the conditions and formalities applicable under the laws and regulations of the country of temporary importation in respect of such goods imported directly from abroad.

ARTICLE 6

Products obtained incidentally in the course of the exposition from goods imported temporarily in connection with the demonstration of machinery or apparatus exhibited shall be subject to the provisions of Articles 4 and 5 of this Annex as though they had been granted temporary admission, subject to the provisions of Article 7 hereinbelow.

ARTICLE 7

Import duties shall not be levied and import prohibitions and restrictions shall be waived, and where temporary admission has been granted re-exportation shall not be required, in the following cases, provided that the aggregate value and quantity of the goods are, in the opinion of the customs authorities of the country of importation, reasonable having regard to the nature of the exposition, the number of visitors to it and the extent of the exhibitor's participation therein;

(a) Small samples (other than alcoholic beverages, tobacco, and fuels) which are representative of foreign goods displayed at the exposition, including such samples of foods and beverages, either imported in the form of such samples or produced from imported bulk materials at the exposition, provided that:

(i) They are supplied free of charge from abroad and are used solely for distribution free of charge to the visiting public at the exposition, for individual use or consumption by the persons to whom they are distributed;

(ii) They are identifiable as advertising samples and are individually of little value;

(iii) They are unsuitable for commercial purposes and are, where appropriate, packed in quantities appreciably smaller than the smallest retail package;

(iv) Samples of foods and beverages which are not distributed in packs as provided for in (iii) above are consumed at the exposition.

(b) Imported samples that are used or consumed by the members of the exposition juries to appraise and judge the articles exhibited, subject to the production of a certificate by the Section Commissioner General indicating the nature and quantity of the articles consumed during such appraisal and judging.

(c) Goods imported solely for demonstration or for the purpose of demonstrating a foreign machine or apparatus displayed at the exposition and consumed or destroyed in the course of such demonstration.

(d) Printed matter, catalogues, trade notices, price lists, advertising posters, calendars whether or not illustrated, and unframed photographs, which are obviously publicity material for the foreign goods displayed at the exposition, provided that they are supplied free of charge from abroad and are used solely for distribution free of charge to the visiting public at the exposition.

ARTICLE 8

Import duties shall not be levied and import prohibitions and restrictions shall be waived, and where temporary admission has been granted re-exportation shall not be required, in respect of the following goods:

(a) Products that are imported and used up in the construction, furnishing, decoration, enhancement, and environment of foreign displays at the exposition, such as paint, varnish, wallpaper, spray liquids, articles for fireworks, seeds or seedlings, etc.;

(b) Catalogues, brochures, posters, and other official printed matter, whether or not illustrated, published by the countries participating in the exposition;

(c) Plans, designs, records, files, forms, and other documents intended for use as such at the exposition.

ARTICLE 9

(a) Customs examination and clearance on the importation and re-exportation of goods which are to be, or have been displayed or used at an exposition shall, whenever possible and appropriate, be effected at that exposition.

(b) Each Contracting Party shall endeavor, wherever it deems it appropriate in view of the importance and size of the exposition, to establish a customs office for a reasonable period within the premises of the exposition held within its territory.

(c) Goods granted temporary admission may be re-exported in one or several consignments and through any customs office open for such operations, and such re-exportation shall not be confined to the customs office of importation, except in cases where, with a view to benefiting from a simplified procedure, the importer undertakes to re-export his goods through the customs office of importation.

ARTICLE 10

The foregoing provisions shall not preclude the application of:

(a) Greater facilities that certain Contracting Parties grant or may grant either through unilateral provisions or under bilateral or multilateral agreements;

(b) National or conventional regulations not of a customs nature concerning the organization of the exposition;

(c) Prohibitions or restrictions imposed under national laws and regulations on grounds of public morality or order, public security public hygiene or health, or for veterinary or phytopathological considerations, or relating to the protection of patents, trade marks, and copyrights.

ARTICLE 11

For purposes of this Annex, the territories of the Contracting Parties that form a customs or economic union may be considered as a single territory.

19-198 O - 86 - 20

Recommendation

The General Assembly recommends, provided the total value and the quantity of goods are, in the opinion of the customs authorities of the importing country, reasonable considering the nature of the exposition, the number of visitors, and the extent of the exhibitor's participation, that import duties not be levied, import prohibitions or restrictions not be applied and, if temporary admission has been granted, re-exportation not be required with respect to goods imported by the Section Commissioners General for:

(i) their personal use;

(ii) use at official receptions;

(iii) presentation to distinguished visitors from their own country, from the organizing country, or from third countries.

COMMISSION OF THE CARTAGENA AGREEMENT

Science and Technology Cooperation

Memorandum of understanding signed at Washington November 21, 1979;
Entered into force November 21, 1979.

MEMORANDUM OF UNDERSTANDING
ON SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
COMMISSION OF THE CARTAGENA AGREEMENT

During the visit to Washington November 20-21, 1979, of the Commission of the Cartagena Agreement, discussions took place on developing mechanisms for increasing scientific and technological cooperation and on identifying specific projects to initiate such cooperation between the Government of the United States and the Commission of the Cartagena Agreement. These discussions continued the dialogue begun during the October 15, 1979, visit to Lima by Dr. Frank Press, Science and Technology Adviser to President Carter, and a delegation of senior United States officials. Thus, these conversations were in accord with the principles and the conclusions contained in the general Memorandum of Understanding signed on this date by both Parties in order to govern relations between the Commission of the Cartagena Agreement and the United States. In this context, both sides recognize the importance of international science and technology cooperation for strengthening the individual and collective ability of the member countries of the Cartagena Agreement regarding scientific development and the formulation, adaptation, selection and importation of technology needed for the realization of the goals of Andean development, and to strengthen relations between the United States and the Commission of the Cartagena Agreement.

Both sides also recognize the importance of beginning work together on specific activities, taking into consideration the Program of Action of the Vienna Conference on Science and Technology for Development. To this end it is agreed to begin joint exploratory work to define the basis, structure and content of

cooperation and the design of specific projects which will serve as a starting point for the building of a cooperative relationship in the field of science and technology. At the suggestion of the Commission of the Cartagena Agreement, the two sides agreed to explore the possibilities for beginning cooperative activities in the following areas:

A. Agriculture and Livestock:

-- Food Technology

-- Health and Plant Sanitation

-- Forestry and Tropical Wood Technology

-- Industrial Benefits from Cattle Breeding

-- Andean Center for Dairy Technology

B. Industrial Technology:

-- Development of Intermediate Technology

C. Energy:

-- Development of Coal Technology

-- Development of Technology to Obtain Alcohol from Wood Pulp

-- Seismic Research

D. Health:

-- Pharmachemicals

E. Natural Resources:

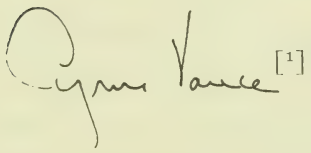
-- Development of Remote Sensing Technology (Forests and Soil)

F. Technology Information System

Lastly, the Parties agreed to designate in the near future the entities which will serve as points of contact and will constitute the Working Group to coordinate jointly the implementation of the agreed activities and define additional activities that may be agreed upon in future discussions between the Parties.

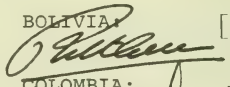
DONE at Washington, in duplicate, in the English and Spanish languages, both texts being equally authentic, this twenty-first day of November 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

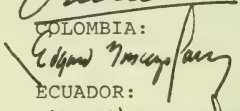

[1]

FOR THE COMMISSION OF THE CARTAGENA AGREEMENT:

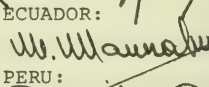
BOLIVIA:


[2]

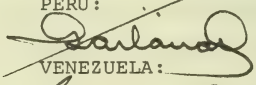
COLOMBIA:


[3]

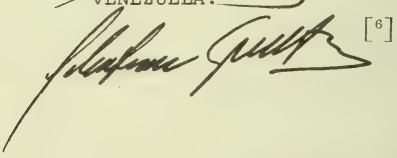
ECUADOR:


[4]

PERU:


[5]

VENEZUELA:


[6]

[1] Cyrus Vance.
[2] Roberto Arce.
[3] Edgar Moncayo Jimenez.
[4] M. Manosalvas Vaca.
[5] J. Garland Combe.
[6] Sebastian Alegrett Ruiz.

MEMORANDUM DE ENTENDIMIENTO

SOBRE COOPERACION EN CIENCIA Y TECNOLOGIA

ENTRE

EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Y

LA COMISION DEL ACUERDO DE CARTAGENA

Durante la visita a Washington el 20-21 de noviembre de 1979 de la Comisión del Acuerdo de Cartagena, se sostuvieron conversaciones para desarrollar mecanismos que permitan intensificar la cooperación científica y tecnológica y en la identificación de los proyectos específicos para dar inicio a dicha cooperación entre el Gobierno de los Estados Unidos y el Acuerdo de Cartagena. Estas conversaciones continuaron el diálogo iniciado durante la visita a Lima el 15 de octubre de 1979 por el Doctor Frank Press, Asesor de Ciencia y Tecnología del Presidente Carter, y una delegación de altos funcionarios estadounidenses. Asimismo, estas conversaciones se enmarcan en los principios y conclusiones generales contenidos en el Memorando General de Entendimiento suscrito hoy por las partes para orientar las relaciones entre la comisión del Acuerdo de Cartagena y los Estados Unidos. En este contexto, ambas partes reconocen la importancia de la cooperación científica y tecnológica internacional para reforzar la capacidad individual y colectiva de los Países Miembros del Acuerdo de Cartagena respecto al desarrollo científico y a la generación, adaptación, selección, e importación de las tecnologías destinadas a contribuir al logro de los objetivos de desarrollo andino, y como un

elemento para ayudar a fortalecer las relaciones entre los Estados Unidos y el Acuerdo de Cartagena.

Ambas partes reconocen también la importancia de iniciar el trabajo conjunto sobre actividades específicas tomando en consideración el Programa de Acción de la Conferencia de Viena sobre Ciencia y Tecnología para el Desarrollo. Con este fin han acordado iniciar trabajos exploratorios conjuntos que permitan definir las bases, estructura y contenido de la cooperación, y la elaboración de proyectos específicos que sirvan de punto de partida para la edificación de una relación de cooperación en el campo de la ciencia y tecnología.

A propuesta de la Comisión del Acuerdo de Cartagena, las partes acordaron explorar las posibilidades de iniciar actividades de cooperación en las siguientes áreas:

A. Agropecuaria:

Tecnología alimentaria

Salud y sanidad vegetal

Silvicultura y tecnología de maderas tropicales

Beneficio Industrial de Ganado Vacuno

Centro Andino de tecnología lechera

B. Tecnología Industrial

Desarrollo de tecnologías intermedias

C. Energía

Desarrollo tecnológico en carbones

Desarrollo tecnológico para la obtención de alcoholes a partir de madera

Investigación sísmica

D. Salud

Farmoquímica

E. Recursos Naturales

Desarrollos tecnológicos para la prospección con sensores remotos (bosques y suelos)

F. Sistema de Información Tecnológica

Por último, las partes dispusieron designar en un futuro próximo las entidades que servirán de puntos de contacto y constituirán el Grupo de Trabajo para que, en forma conjunta, coordinen la ejecución de las actividades acordadas, y definan actividades adicionales que se decidan en conversaciones ulteriores entre las partes.

Hecho en Washington, en versiones originales en los idiomas inglés y español, siendo ambos textos igualmente auténticos, el día veintiuno de noviembre de 1979.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR LA COMISION DEL ACUERDO DE CARTAGENA:

BOLIVIA:

COLOMBIA:

PERU:

VENEZUELA:

ECUADOR:

CANADA

Navigation: Icebreaking Operations in the Great Lakes and St. Lawrence Seaway System

Agreement effected by exchange of notes
Signed at Ottawa October 28 and December 5, 1980;
Entered into force December 5, 1980.

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 322 Ottawa, October 28, 1980

Sir:

I have the honor to refer to discussions between officials of our two Governments concerning the desirability of coordinating our icebreaking operations in the Great Lakes-St. Lawrence Seaway System.

These discussions have indicated that coordination between United States and Canadian Coast Guards will lead to increased efficiency in the utilization of ice operations forces in the Great Lakes and St. Lawrence Seaway System thereby increasing our capability to maintain open routes for maritime commerce to the mutual advantage of both the United States of America and Canada. Accordingly, I wish to propose that such coordinated ice operations be formalized along with the terms and conditions in the Annex hereto.

If the foregoing is acceptable to your Government, I have the further honor to propose that this Note and its Annex, together with your reply to that effect, shall constitute an Agreement between the United States of America and Canada, which shall enter into force on the date of your reply.

The Honorable
Mark MacGuigan,
Secretary of State
for External Affairs,
Ottawa.

This Agreement shall remain in force for a period of 10 years and may be renewed for additional periods of 5 years. Either Party may terminate the Agreement upon 60 days' notice in writing.

Accept, Sir, the renewed assurances of my highest consideration.

Kenneth M. Curtis [1]

Enclosure:

Annex

[1] Kenneth M. Curtis.

ANNEX

This Agreement provides for coordination of icebreaking activities of the Governments of the United States of America and Canada (hereinafter referred to as "the Parties") on the Great Lakes including the main connecting navigable waterways, Georgian Bay and the St. Lawrence River from Tibbetts Point, New York to as far east as Cornwall, Ontario.

1. Definitions

A. "Designated agencies" for the purpose of this Agreement shall mean:

a) For the United States of America, the United States Coast Guard.

b) For Canada, the Canadian Coast Guard.

B. "Icebreaking facilities and personnel" for the purpose of this Agreement shall mean facilities owned and operated by and personnel under the control of the Parties. However, nothing in this Agreement shall be construed as barring use of privately owned vessels by either Party for icebreaking in the area covered by this Agreement. For purposes of this Agreement, a privately owned vessel is one which is under contract to, and under the operational control of, either of the Parties.

C. Anything required to be done, under the terms of this Agreement, by a designated agency may be done by a properly authorized official of that agency.

2. The designated agency of the Government of Canada shall coordinate icebreaking operations within Canadian waters except as provided by arrangements pursuant to paragraphs 4, 5 and 7 of this Annex.

3. The designated agency of the Government of the United States shall coordinate icebreaking operations within United States waters except as provided by arrangements pursuant to paragraphs 4, 5 and 7 of this Annex.

4. The designated agencies of the Parties shall keep each other advised as to the location and condition of readiness of their respective icebreaking facilities and personnel within the areas subject to this Agreement. The designated agencies of each Party shall provide for coordination and cooperation by the establishment of appropriate arrangements and procedures. These arrangements and procedures shall provide for such matters as reporting on the availability of icebreaking facilities and personnel, means of communication, allocation of areas of operational responsibility, and other matters relevant to cooperation and coordination of operations.

5. a) The Parties shall endeavour to keep certain waters subject to this Agreement open for maritime commerce. The designated agencies of the Parties shall allocate between themselves areas of responsibility for the coordination of icebreaking activities. These areas of responsibility need not correspond with the waters over which the Parties exercise their sovereignty.

b) Where icebreaking operations are under the coordination of a designated agency of one Party but in the waters of the other Party the former shall on its own initiative, or at the request of the designated agency of the other Party, cease operations when such operations are, or are likely to be, detrimental to the good of a community or private concern, or could cause damage to shoreline properties, interference with the production of hydro-electric power, or any other undesirable results to industry, individuals or the public. Such icebreaking operations shall be continued where the Parties, after due consideration of the risks and benefits involved, agree to do so.

6. Upon request of the designated agency of one Party the designated agency of the other Party may provide, for use in an area for which the former has the coordinating responsibility, such icebreaking facilities and personnel as are available and not otherwise committed.

Coordination of the icebreaking facilities and personnel requested shall be done by the designated agency which has requested them. Command of the facilities and personnel shall remain with the Party providing the requested facilities and personnel.

7. When extraordinary circumstances exist which in the judgement of either designated agency render it impractical or impossible for the coordination of operations to be assumed pursuant to paragraph 5 of this

Annex, such designated agency, after notifying the designated agency of the other Party shall initiate operations within its waters by employing its facilities and personnel and shall assume coordination of the operation. Coordination will be transferred to the agency having coordinating responsibilities under paragraph 5 of this Annex as soon as circumstances permit.

8. The Government of the United States shall, in accordance with its laws, be liable for damages caused by the negligent acts of United States Coast Guard agents or employees conducted pursuant to this Agreement, unless otherwise provided by international agreement. The Government of Canada, shall, in accordance with its laws, be liable for damages caused by the negligent acts of Canadian Coast Guard agents or employees conducted pursuant to this Agreement, unless otherwise provided by international agreement.

9. Each Party shall bear its own costs of operations conducted pursuant to this Agreement.

10. As necessary and to avoid any undue delay or expense in connection with any operation conducted under this Agreement, any customs and immigration clearances required by law will be facilitated and expedited by each Party for icebreaking facilities and personnel of the other Party.

11. The undertakings of the designated agencies provided for in this Agreement shall be subject to the availability of appropriated funds for such purposes.

The Canadian Secretary of State for External Affairs to the American Ambassador

The Secretary of State for External Affairs — Secretaire d'Etat aux Affaires exterieures

Canada

Ottawa, December 5, 1980

No. GNT-766

Excellency,

I have the honour to refer to your Note No. 322 of October 28, 1980 concerning the desirability of coordinating our icebreaking operations in the Great Lakes - St. Lawrence Seaway System.

I am pleased to inform you that the Government of Canada accepts the proposals set forth in your Note and the Annex thereto. The Government of Canada further agrees that your Note and the Annex thereto, together with this reply, which is authentic in English and French, shall constitute an Agreement between Canada and the United States which shall enter into force on the date of this Note and remain in force for a period of ten years and may be renewed for additional periods of five years. Either party may terminate the Agreement upon sixty days' notice in writing.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

Secretary of State for
External Affairs

His Excellency Kenneth M. Curtis,
Ambassador of the United States of America,
Ottawa.

[1] Mark MacGuigan.

French Text of the Canadian Note

The Secretary of State for External Affairs — Canada — Secrétaire d'Etat aux Affaires extérieures

Ottawa, le 5 décembre 1980

No. GNT-766

Excellence,

J'ai l'honneur de me référer à votre Note No. 322 du 28 octobre concernant la désirabilité de coordonner nos opérations de brisage de glaces dans le réseau des Grands lacs et de la Voie maritime du Saint-Laurent.

Je suis heureux de vous faire savoir que les propositions exposées dans votre Note et son Annexe agréent au Gouvernement du Canada. En outre, le Gouvernement du Canada accepte que votre Note et son Annexe, ainsi que la présente réponse, dont les versions française et anglaise font également foi, constituent un Accord entre le Canada et les Etats-Unis qui entrera en vigueur à la date de la présente Note pour une période de dix ans et pourra être reconduit pour des périodes additionnelles de 5 ans. L'Accord pourra être dénoncé par l'une ou l'autre des Parties sur préavis écrit de 60 jours.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.

Le Secrétaire d'État aux
Affaires extérieures

Son Excellence M. Kenneth M. Curtis,
Ambassadeur des États-Unis d'Amérique,
Ottawa.

REPUBLIC OF KOREA

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Seoul and Washington December 27, 1979 and January 14, 1980;
Approved and ratified by the President of the United States of America July 31, 1980;
Entered into force March 1, 1980.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE MINISTRY OF COMMUNICATIONS OF THE REPUBLIC OF KOREA

PREAMBLE

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

ARTICLE 1

PURPOSE OF THE AGREEMENT

This Agreement shall govern the exchange of International Express Mail between the United States of America and the Republic of Korea, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

ARTICLE 2

DEFINITIONS

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail Service - the service established by this Agreement, the domestic counterparts of which are Express Mail Service in the United States and Speedpost in the Republic of Korea;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail Service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee;

8. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin.

ARTICLE 3

SCHEDULED SERVICE

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) the identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the name and address of the designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

ARTICLE 4

ON-DEMAND SERVICE

1. Each administration shall offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

ARTICLE 5

CHARGES TO BE COLLECTED FROM THE SENDER

Each administration shall fix the charges to be collected from senders for sending items in the service.

ARTICLE 6

CHARGES AND FEES TO BE COLLECTED FROM THE ADDRESSEE

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

ARTICLE 7

CONDITIONS OF ACCEPTANCE

Provided that the contents do not come within the prohibitions listed in article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by article 9.

ARTICLE 8

PROHIBITIONS

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

ARTICLE 9

LIMITS OF SIZE AND WEIGHT

1. An item of International Express Mail shall not:

(a) exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and shall not

(b) exceed 10 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in section 1; however, the maximum weight limit shall in no event be increased in excess of 20 kilograms.

ARTICLE 10

TREATMENT OF ITEMS WRONGLY ACCEPTED

1. When an item containing an article prohibited under article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

ARTICLE 11

GENERAL RULES FOR DELIVERY AND CUSTOMS CLEARANCE

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

ARTICLE 12

UNDELIVERABLE ITEMS

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

ARTICLE 13

ITEMS ARRIVING OUT OF COURSE AND TO BE REDIRECTED

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

ARTICLE 14

INQUIRIES

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the day after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

ARTICLE 15

ALLOCATION OF SURFACE COSTS FOR TRAFFIC IMBALANCES

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

ARTICLE 16

INTERNAL AIR CONVEYANCE DUES

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

ARTICLE 17

ONWARD AIR CONVEYANCE

1. The administrations may agree, by correspondence, to provide onward air conveyance services under the terms of this article.

2. Each administration shall, upon agreement under section 1 of this article, provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

ARTICLE 18

NO ADDITIONAL RATES, CHARGES, OR FEES

The administrations may collect only the rates, charges, and fees established under this Agreement.

ARTICLE 19

APPLICATION OF THE CONVENTION

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

ARTICLE 20

TEMPORARY SUSPENSION OF SERVICE

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service.

2. Notice of such suspension shall be given immediately to the other administration.

ARTICLE 21

DETAILED REGULATIONS

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended not inconsistently with this Agreement, by

mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

ARTICLE 22

ARBITRATION

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

ARTICLE 23

ADDITIONAL RULES AND REGULATIONS

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

ARTICLE 24

ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Mar. 1, 1980.

19-198 O - 86 - 21

Done in duplicate and signed at Washington, D.C.
on the 14th day of January, 1980, and at
Seoul on the 27th day of December, 1979.

FOR THE UNITED STATES OF AMERICA:

W. F. Bolger [1]
Postmaster General

FOR THE REPUBLIC OF KOREA:

Hae Wook Rhee [2]
Director General of Posts

[1] W. F. Bolger.
[2] Hae Wook Rhee.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE MINISTRY OF COMMUNICATIONS OF THE REPUBLIC OF KOREA

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the United States Postal Service and the Ministry of Communications of the Republic of Korea.

ARTICLE 101

INFORMATION TO BE SUPPLIED BY THE ADMINISTRATIONS

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in section 1 shall be communicated in writing immediately to the other administration.

ARTICLE 102

ADDRESS OF THE SENDER AND OF THE ADDRESSEE

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

ARTICLE 103

ITEMS CONTAINING SAMPLES OF MERCHANDISE

1. Each item containing samples of merchandise shall be accompanied by a customs declaration on Universal Postal Union form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

ARTICLE 104

PACKING REQUIREMENTS

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

ARTICLE 105

GENERAL MAKEUP OF MAILS

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

ARTICLE 106

MANIFESTS

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

ARTICLE 107

AIR MAIL DELIVERY BILLS

1. An air mail delivery bill, on Universal Postal Union form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

ARTICLE 108

EXCHANGE OFFICES

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of or addition to its exchange offices.

ARTICLE 109

CHECK OF INTERNATIONAL EXPRESS MAIL

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch shall be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest.

ARTICLE 110

NOTIFICATION OF IRREGULARITIES

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex or telegraph and confirmed in writing.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

ARTICLE 111

REDIRECTION OF ITEMS ARRIVING OUT OF COURSE

The redirecting administration shall notify the administration of origin, by telex, telegraph, or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

ARTICLE 112

RETURN OF ITEMS TO ORIGIN

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the item and on the manifest which accompanies it, the reason for non-delivery.

ARTICLE 113

ACCOUNTING, SETTLEMENT OF ACCOUNTS

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received on a mutually acceptable form which indicates the number of items received in

each dispatch based upon the particulars of the International Express Mail manifests. These forms shall be forwarded to the Administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail manifests and notices of irregularities to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges on a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

ARTICLE 114

DEFINITIONS

The definitions set forth in article 2 of the Agreement shall be applicable to these Detailed Regulations.

ARTICLE 115

PERIOD OF RETENTION OF DOCUMENTS

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

ARTICLE 116

ALTERATIONS OR AMENDMENTS

These Detailed Regulations may be altered or amended, not inconsistently with the Agreement, by mutual consent of the administrations by means of correspondence between officials of each administration who have been authorized to make such amendments.

ARTICLE 117

ENTRY INTO FORCE AND DURATION OF THESE DETAILED REGULATIONS

1. These Detailed Regulations shall come into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations, and any amendments hereto pursuant to article 116, shall have the same duration as the International Express Mail Agreement to which they refer.

Done in duplicate and signed at Washington, D.C.
on the 14th day of January, 1980, and at
Seoul on the 27th day of December, 1979.

FOR THE UNITED STATES OF AMERICA:

W. Bolger
Postmaster General

FOR THE REPUBLIC OF KOREA:

Hae Wook Rhee
Director General of Posts

The foregoing Agreement between the United States and the Republic of South Korea for the exchange of International Express Mail items and the Detailed Regulations of the Agreement have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

JIMMY CARTER

[SEAL]

By the President
EDMUND S. MUSKIE
Secretary of State
Washington, July 31, 1980

SUDAN

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Khartoum May 17, 1980;
Entered into force for the 1979/1980 debt June 19, 1980;
Entered into force for the 1980/1981 debt April 14, 1981.
And agreement signed at Khartoum August 18, 1980;
Entered into force for the 1979/1980 debt August 18, 1980;
Entered into force for the 1980/1981 debt April 14, 1981.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE DEMOCRATIC REPUBLIC OF THE SUDAN
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO,
GUARANTEED OR INSURED BY THE
UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Democratic Republic of the Sudan ("Sudan") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the provisions of the Agreed Minute on the Consolidation of Sudan's Debts, signed at Paris on November 13, 1979 [1] (the "Paris Minute") by the representatives of certain nations, including the United States, agreed to by the representative of Sudan, and annexed hereto as Annex A, the United States and Sudan hereby agree to consolidate and reschedule certain Sudanese debts which are owed to, guaranteed by or insured by the United States or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements") between Sudan and the United States with respect to PL-480 [2] Agreements, and between Sudan and each of the following United States agencies: The Agency for International Development and the Export-Import Bank of the United States.

[1] See Annex A, p. 11.
[2] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

ARTICLE II

Definitions

1. "Contracts" means those loan agreements pertaining to the transactions between Sudanese obligors and U.S. agencies as identified in Annex B, executed prior to January 1, 1979 with original maturities of more than one year.

2. "Arrearages" means the United States dollar amount of the sum of principal and interest, payable with respect to Contracts, and due prior to and remaining unpaid on October 1, 1979.

3. "Debt" means the sum of principal and interest payable with respect to the Contracts and due between October 1, 1979 and June 30, 1980 inclusive ("1979/80 Debt") and between July 1, 1980 and June 30, 1981 ("1980/81 Debt") inclusive.

4. "Consolidated Debt" means eighty-five percent of the dollar amount of the Debt. "Non-consolidated Debt" means the remaining fifteen percent of the dollar amount of the Debt.

5. "Interest" means interest on Arrearages and on Consolidated Debt. "Additional Interest" means interest on due but unpaid installments, as specified in Article III hereof, of Arrearages, Consolidated Debt and Interest.

6. "Agency" means: United States Agency for International Development and the Export-Import Bank of the United States.

ARTICLE III

Terms and Conditions of Payment

1. The United States agrees to reschedule 1980/81 Debt on the condition that the prerequisite stated in paragraph 4(D) of the Paris Minute has been fulfilled.

2. Sudan agrees to repay the Arrearages, Consolidated Debt, and Interest in United States dollars in accordance with the following terms and conditions:
   (a) Arrearages will be repaid in fourteen installments according to the following schedule:
      (1) 3.5 percent of the total in each of four payments on July 15 and October 1, 1980 and April 1 and October 1, 1981;

(2) 7 percent of the total in each of four payments on April 1 and October 1 of 1982 and April 1 and October 1 of 1983;

(3) 8.5 percent of the total in each of two payments on April 1 and October 1 of 1984;

(4) 10 percent of the total in each of two payments on April 1 and October 1 of 1985;

(5) 10.5 percent of the total in each of two payments on April 1 and October 1, 1986.

(b) The Consolidated Debt relating to Debt due between October 1, 1979 and June 30, 1980 and amounting to $3.1 million shall be repaid in fourteen equal semi-annual installments, commencing on June 30, 1983 with the final installment payable on December 31, 1989.

(c) The Consolidated Debt relating to Debt falling due between July 1, 1980 and June 30, 1981 and amounting to $5 million shall be repaid in fourteen equal semi-annual installments commencing on June 30, 1984 with the final installment payable on December 31, 1990.

(d) Interest shall begin to accrue at the rates set forth in this agreement (a) on October 1, 1979 for Arrearages and (b) on the respective due dates specified in each of the Contracts for each scheduled payment of Consolidated Debt; and shall continue to accrue until the Arrearages and Consolidated Debt are repaid in full. Additional Interest shall accrue on due but unpaid amounts

of Arrearages and Consolidated Debt and Interest scheduled pursuant to this Agreement until such amounts are paid in full. The rate of Interest shall be six percent per calendar year on the outstanding balance of the Arrearages and Consolidated Debt due to the Agency for International Development and to the United States with respect to PL-480 agreements. For Arrearages and Consolidated Debt due to, guaranteed by, or insured by the Export-Import Bank of the United States, the rate of interest shall be 8.25% per calendar year with respect to Arrearages and Consolidated Debt due between October 1, 1979 and June 30, 1980 inclusive and 8.375% per calendar year with respect to Consolidated Debt due July 1, 1980 and June 30, 1981 inclusive. All interest payable with respect to the Arrearages and the Consolidated Debt shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 1980. The rates of Additional Interest shall be the same as the rate of Interest.

(e) A table summarizing the amounts of the Arrearages and Consolidated Debt owed to each Agency is attached hereto as Annex C.

3. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all other terms and conditions of the Contracts remain unchanged. In particular, Sudan agrees to pay that portion of the Debt not constituting Consolidated Debt and interest on such debt as provided in the Contracts.

Any payment on Debt not constituting Consolidated Debt due between October 1, 1979 and the date of signature of this Agreement shall be due within two months following the date of signature.

4. It is understood that adjustments will be made in the amounts of Consolidated Debt specified in Annex C of this Agreement by the Implementing Agreements.

ARTICLE IV

General Provisions

1. Sudan agrees to grant the United States and its Agencies, and any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country for the consolidation of debts covered by the Paris Minute.

2. As provided for in paragraph 7 of the Paris Minute, Sudan undertakes to secure from private creditors, including banks, financing or refinancing arrangements comparable to those detailed in this Agreement, making sure to avoid any discrimination between different categories of creditors.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force for 1979/80 Debt upon receipt by Sudan of written notice that domestic United States laws and regulations covering debt rescheduling concerning this Agreement have been complied with.

2. This Agreement shall enter into force for 1980/81 Debt upon receipt by Sudan of written notice from the United States Government that the United States considers Sudan in compliance with the condition stated in Article III, paragraph 1, of the Agreement.[1]

Harmon E. Kirby [2]
May 17, 1980

Agil Atta El Manan [3]
May 17, 1980

[1] June 19, 1980.
[2] Harmon E. Kirby.
[3] Agil Attah El Manan.

ANNEX A

AGREED MINUTE
ON THE CONSOLIDATION OF THE DEMOCRATIC REPUBLIC OF THE SUDAN'S DEBT

1) Representatives of the Governments of Austria, Belgium, Denmark, France, the Federal Republic of Germany, Italy, Japan, the Netherlands, Switzerland, the United Kingdom and the United States of America, hereinafter called "the Participating Countries" met in Paris on November 12 and 13, 1979, with the representatives of the Government of the Democratic Republic of the Sudan, in order to examine the request for alleviation of that country's external debt service obligations. Observers of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the European Economic Community and the Organization for Economic Cooperation and Development as well as from, Australia, Canada Norway, Spain and Sweden also attended the meeting.

2) The representatives of the International Monetary Fund described the economic situation of the Sudan and the major elements of the economic stabilization program undertaken by the Sudanese Government and supported by an arrangement with the International Monetary Fund under the extended Fund facility approved by the Executive Board on May 4, 1979. This arrangement contains specific commitments in both the economic and financial fields including ceilings on the country's external borrowing.

The Sudanese delegation underlined the current difficulties faced by the country in the economic field and the strong determination of the Government to comply with the target of the economic and financial program underlying the extended Fund facility arrangement of the International Monetary Fund. They also stressed that their Government had recently set up mechanism for monitoring, controlling and registering all external debts contracts and had established a high level standing committee to keep the foreign debt situation under constant surveillance.

The representatives of the Participating Countries expressed their satisfaction with this program and stressed the importance attached to its continued implementation. They took formal note of the measures undertaken by the Government of the Democratic Republic of the Sudan in order to improve the control and the management of the external debt.

3) Mindful of the serious balance of payments difficulties faced by the Sudan, the representatives of the Participating Countries agreed to recommend that their Governments or appropriate Governmental institutions should provide debt consolidation for the Sudan's external debt by means of :

a) a rescheduling or a refinancing of amounts falling due before October 1, 1979 and not paid,

b) A rescheduling or a refinancing of amounts payable between October 1, 1979 and June 30, 1980 inclusive, and not paid,

c) a rescheduling or a refinancing of amounts payable between July 1, 1980 and June 30, 1981 inclusive.

4) This debt consolidation will apply as follows :

A.- The debts to which this consolidation will apply are :

a) Commercial credits guaranteed or insured by the governments or appropriate agencies of the Governments of the Participating Countries which had original maturities of more than one year and which were covered by an agreement or other financial arrangement before January 1, 1979.

b) Loans from Governments or Governmental agencies of the participating countries which had original maturities of more than one year and which were concluded before January 1, 1979.

B.- The amounts of principal and interest relative to debts mentioned in the above mentioned paragraph 3 a) will be repaid by the Government of the Democratic Republic of the Sudan according to the following schedule :

3,5 % on July 15, 1980	7 % on October 1, 1983
3,5 % on October 1, 1980	8,5 % on April 1, 1984
3,5 % on April 1, 1981	8,5 % on October 1, 1984
3,5 % on October 1, 1981	10 % on April 1, 1985
7 % on April 1, 1982	10 % on October 1, 1985
7 % on October 1, 1982	10,5% on April 1, 1986
7 % on April 1, 1983	10,5% on October 1, 1986

C.- Subject to the provisions of paragraph D, the rescheduling or refinancing of amounts relative of debts mentioned above in paragraph 3b) and c) will be effected as follows :

For the period starting on October 1, 1979 up to June 30, 1980 and for the period from July 1, 1980 up to June 30, 1981, 85% of the principal and interest falling due during these periods will be rescheduled or refinanced.

Repayment by the Sudan of these sums will be made in 14 semi-annual, equal and successive payments beginning on June 30, 1983 for maturities falling due from October 1, 1979 up to June 30, 1980 and beginning on June 30, 1984 for maturities falling due from July 1, 1980 up to June 30, 1981.

Payment by the Sudan of the remaining 15% will be made as originally scheduled. As for the maturities falling due between October 1, 1979 and the date of the signature of bilateral agreements the remaining 15% will be paid one month after the date of signature of these agreements unless the two parties agree otherwise.

D.- These privisons will continue to apply to maturities coming due between July 1, 1980 and June 30, 1981 under the condition that the Government of the Democratic Republic of the Sudan has observed the policies set out in the letter of intent dated March 27, 1979 or any amendment thereto and that the Sudan has reached no later than July 1, 1980 an understanding with the I.M.F. on the policy intentions and performance clauses related to the implementation of the extended Fund facility until June 1981.

E.- The detailed arrangements for the consolidation or refinancing referred to in paragraphs 3 and 4 above will be established by bilateral agreements to be concluded by each of the creditor countries with the Government of the Democratic Republic of the Sudan on the basis of the following principles :

a) The creditor countries will place the relevant amounts mentioned in paragraphs B and C above at the disposal of the Government of the Democratic Republic of the Sudan in proportion with and pari passu to the payments that will fall due during the periods defined above or will reschedule the corresponding payments.

b) The rate and terms governing the interest payable in respect of these financial arrangements will be determined bilaterally between the Sudan and each of the Participating Countries.

c) Each participating country will effect consolidation of the external debt of the Sudan in accordance with such rules which will be laid down in the bilateral agreements to be concluded and which involve rescheduling or refinancing according to be circumstances.

5) The Government of the Democratic Republic of the Sudan will accord to each of the Participating Countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

6) The provisions set forth in paragraphs 3 and 4 above do not apply to those countries whose principal and interest payments are less than 1 million SDR in arrears or falling due in each of the consolidation periods.

7) The delegation of the Sudan stated that its Government undertakes to secure from private creditors, including banks, refinancing or rescheduling arrangements under conditions similar to those negotiated for credits of comparable maturity covered by this Minute, making sure to avoid any discrimination between different categories of creditors.

8) The Participating Countries, noting that any previous creditor country reservations on this issue would be respected, agreed to make available, upon the request of another Participating Country, a copy of its bilateral agreement with the Government of the Democratic Republic of the Sudan which implements this Agreed Minute. The Government of the Democratic Republic of the Sudan acknowledges this arrangement.

9) The representatives of the Participating Countries and of the Sudan agreed to recommend to their Governments to initiate bilateral negotiations at the earliest opportunity and to conduct them on the principles set forth above.

Done in PARIS, November 13, 1979

The Chairman of the Paris Club,

The Chairman of Sudanese Delegation,

Austrian Delegation,

Netherlands Delegation,

Belgium Delegation,

Swiss Delegation,

French Delegation,

United Kingdom Delegation,

The Delegation of the Federal Republic of Germany,

The United States of America Delegation,

Italian Delegation,
Itlaian Delegation reserved their position paragraph 4B of this Agreed Minute

Danish Delegation,

Japanese Delegation,

ANNEX B

Loan Agreements Subject to Rescheduling

Agency for International Development

DIRECT LOANS

650 H 003
650 H 006
650 H 017
650 A 001 N

Export-Import Bank

DIRECT LOANS

		Obligor
4464	--	Sudan Airways
4780	--	Government of Sudan
4827	--	Red Sea Spinning Co.

FINANCIAL GUARANTEES

4828	--	Red Sea Spinning Co.

BANK GUARANTEES

		Exporter	Buyer
G-69-157	--	Pittsburgh Nat'l Bank	Public Corporation for Irrigation and Earth Moving
G-45-157	--	Wells Fargo Bank	Public Corporation for Irrigation and Earth Moving
G- 1-710	--	Chase Manhattan Bank	Rural Water Corp./Ministry of Finance

MEDIUM TERM INSURANCE

		Exporter	Buyer
MT-10896	--	Jacuzzi Bros.	Rural Water Corp./Min. of Finance
MTE-10133	--	Ford Export Co.	Kordofan Auto Co.
MT-10755	--	Ford Export Co.	Kordofan Auto Co.

PL-480

Agreements dated:
March 19, 1973
May 8, 1974
Feb. 21, 1977
Dec. 24, 1977

ANNEX C

Summary of Debt ($ Million)

		Consolidated Debt	
	Arrearages Through 9/30/79	85% of payments Falling Due from 10/1/79-6/30/80	85% of Payments Falling Due from 7/1/80-6/30/81
Agency for Int'l. Development	.6	.17	.17
Export-Import Bank	2.7	2.64	4.55
PL-480	4	.24	.32
TOTAL	3.7	3.05	5.04

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE DEMOCRATIC REPUBLIC OF THE SUDAN
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between The United States of America and Democratic Republic of the Sudan identified in Annexes A, C and E attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is made also to the Agreement Between The United States of America and the Democratic Republic of the Sudan Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies signed in Khartoum, Sudan, on May 17, 1980, and the Understanding reached by certain creditor nations of The Democratic Republic of the Sudan on November 13, 1979, and agreed to by The Democratic Republic of the Sudan, wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the Agreement dated May 17, 1980, and the Understanding reached on November 13, 1979, cited above, it is agreed that interest obligations payable with respect to P.L. 480 Agreements and due prior to and remaining unpaid on October 1, 1979, and due between October 1, 1979, and June 30, 1980 (1979/80 Debt) and between July 1, 1980, and June 30, 1981 (1980/81 Debt) shall be repaid as follows:

19-198 O - 86 - 22

(a) The amount of $422,121.80 representing payments due prior to and remaining unpaid on October 1, 1979, as listed in Annex A, referred to hereafter as "Arrearages" shall be repaid in fourteen installments as follows:

(1) 3.5 percent on July 15 and October 1, 1980, and April 1, and October 1, 1981;

(2) 7 percent on April 1, and October 1, 1982, and April 1, and October 1, 1983;

(3) 8.5 percent on April 1 and October 1, 1984.

(4) 10 percent on April 1 and October 1, 1985.

(5) 10.5 percent on April 1 and October 1, 1986.

(b) Interest on the outstanding balance of the Arrearages shall accrue at the rate of 6 percent per annum beginning on October 1, 1979, and shall be due and payable beginning on April 1, 1980, and semi-annually thereafter on October 1 and April 1 with the last payment due on October 1, 1986, as shown in Annex B.

(c) The amount of $242,933.28 which consists of 85 percent of the interest payments due from October 1, 1979, through June 30, 1980, as listed in Annex C, referred to hereafter the "1979/80 Consolidated Debt" shall be repaid in fourteen equal semi-annual installments, on June 30 and December 31, with the first payment due on June 30, 1983, and the last payment due on December 31, 1989, as shown in Annex D.

(d) The amount of $322,134.79 which consists of 85 percent of the interest payments due from July 1, 1980 through June 30, 1981, as listed in Annex E, referred to hereafter as the "1980/81 Consolidated Debt" shall be repaid in fourteen equal semi-annual installments, on June 30 and December 31, with the first

payment due on June 30, 1984, and the last payment due on December 31, 1990, as shown in Annex F.

(e) Interest on the Outstanding balance of the 1979/80 and 1980/81 Consolidated Debts shall accrue at the rate of 6 percent per annum beginning on the First day after the due dates under the Original Agreements, and shall be due and payable beginning October 1, 1980, on (1979/80 Consolidated Debt") and ("1980/81 Consolidated Debt") and semi-annually thereafter on April 1 and October 1 with the last payment due on April 1, 1990, as shown in Annex D and April 1, 1991, as shown in Annex F.

(f) Additional interest at the rate of 6 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annexes B, D, and F.

(3) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect. In particular, Sudan agrees to pay that portion of the 1979/80 and 1980/81 debts due the United States not constituting the 1979/80 and 1980/81 Consolidated Debts and interest on such debts as provided in the terms and conditions of the P.L. 480 Agreements. Any payments on debt not constituting the 1979/80 and 1980/81 Consolidated Debt due between October 1, 1979, and the date of signature of this agreement shall be due within two months following the date of signature.

(4) This agreement shall enter into force for the 1980/81 Consolidated Debt upon receipt by Sudan of written notice referred to in Article III, paragraph 1 of the Agreement Between the United States of America and the Democratic Republic of Sudan Regarding the Consolidation and Rescheduling of Certain Debts Owed to, guaranteed or Unsured by the United States Government or its Agencies signed in Khartoum, Sudan on May 17, 1980.

(5) Done at Khartoum, Sudan in duplicate the 18th day of August 1980.

FOR THE DEMOCRATIC REPUBLIC OF THE SUDAN
Agil M. A. El Mannan
Deputy Under Secretary
Ministry of Finance & National Economy

FOR THE UNITED STATES OF AMERICA [1]

[1] C. William Kontos.

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
Arrearages as of October 1, 1979 Under P.L. 480 Title I Agreements
With
THE DEMOCRATIC REPUBLIC OF THE SUDAN
Showing the Amount of Debt

Original Agreement Date	Payment Due Date	Amount Due Interest	Interest at 2% to September 30, 1979	Total Due
02-21-77	02-20-79	$ 1,301.99	$ 15.84	$ 1,317.83
05-08-74	02-20-79	650.27	7.91	658.18
03-19-73	02-20-79	474.04	5.77	479.81
12-24-77	06-05-79	233,513.73	1,497.05	235,010.78
02-21-77	06-08-79	90,514.70	565.41	91,080.11
05-08-74	07-03-79	51,152.90	249.46	51,402.36
03-19-73	07-28-79	42,025.35	147.38	42,172.73
Total		$419,632.98	$2,488.82	$422,121.80

ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
Consolidation and Rescheduling of Payments Agreement Dated
With
The Democratic Republic of the Sudan
Repayment Schedule for the Arrearages Debt

Repayment Terms

Interest : 6% per annum
Principal : 14 installments

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
04-01-80	$422,121.80	$ - 0 -	$ 12,663.66	$ 12,663.66
07-15-80	422,121.80	14,774.26	- 0 -	14,774.26
10-01-80	407,347.54	14,774.26	12,508.92	27,283.18
04-01-81	392,573.28	14,774.26	11,777.20	26,551.46
10-01-81	377,799.02	14,774.26	11,333.97	26,108.23
04-01-82	363,024.76	29,548.53	10,890.74	40,439.27
10-01-82	333,476.23	29,548.53	10,004.29	39,552.82
04-01-83	303,927.70	29,548.53	9,117.83	38,666.36
10-01-83	274,379.17	29,548.53	8,231.38	37,779.91
04-01-84	244,830.64	35,880.35	7,344.92	43,225.27
10-01-84	208,950.29	35,880.35	6,268.51	42,148.86
04-01-85	173,069.94	42,212.18	5,192.10	47,404.28
10-01-85	130,857.76	42,212.18	3,925.73	46,137.91
04-01-86	88,645.58	44,322.79	2,659.37	46,982.16
10-01-86	44,322.79	44,322.79	1,329.68	45,652.47
Totals		$422,121.80	$113,248.30	$535,370.10

ANNEX C

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNTIED STATES OF AMERICA
During the Period October 1, 1979 through June 30, 1980 Under P.L. 480, Title I Agreements With
THE DEMOCRATIC REPUBLIC OF THE SUDAN
Showing the (1979/80 Consolidated Debt)

Original Agreement Date and (Delivery Year)	Payment Due Date	Total Debt	Consolidated Debt (85%)
12-24-77 (78)	06-05-80	$195,289.16	$165,995.79
02-21-77 (77)	06-08-80	90,514.70	76,937.49
TOTAL		$285,803.86	$242,933.28

ANNEX D

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
Consolidation and Rescheduling of Payments Agreement Dated
With
THE DEMOCRATIC REPUBLIC OF THE SUDAN
Repayment Schedule for 1979/80 Consolidated Debt

Repayment Terms

Interest : 6% per annum
Principal : 14 equal semi-annual installments

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
10-01-80	$242,933.28	$ - 0 -	$ 4,674.29	$ 4,674.29
04-01-81	242.933.28	- 0 -	7,268.03	7,268.03
10-01-81	242,933.28	- 0 -	7,307.97	7,307.97
04-01-82	242,933.28	- 0 -	7,268.03	7,268.03
10-01-82	242,933.28	- 0 -	7,307.97	7,307.97
04-01-83	242,933.28	- 0 -	7,268.03	7,268.03
06-30-83	242,933.28	17,352.38	- 0 -	17,352.38
10-01-83	225,580.90	- 0 -	7,042.69	7,042.69
12-31-83	225,580.90	17,352.38	- 0 -	17,352.38
04-01-84	208,228.52	- 0 -	6,489.31	6,489.31
06-30-84	208,228.52	17,352.38	- 0 -	17,352.38
10-01-84	190,876.14	- 0 -	5,998.69	5,998.69
12-31-84	190,876.14	17,352.38	- 0 -	17,352.38
04-01-85	173,523.76	- 0 -	5,451.03	5,451.03
06-30-85	173,523.76	17,352.38	- 0 -	17,352.38
10-01-85	156,171.38	- 0 -	4,954.70	4,954.70
12-31-85	156,171.38	17,352.38	- 0 -	17,352.38
04-01-86	138,819.00	- 0 -	4,412.73	4,412.73
06-30-86	138,819.00	17,352.38	- 0 -	17,352.38
10-01-86	121,466.62	- 0 -	3,910.70	3,910.70
12-31-86	121,466.62	17,352.38	- 0 -	17,352.38
04-01-87	104,114.24	- 0 -	3,374.44	3,374.44
06-30-87	104,114.24	17,352.38	- 0 -	17,352.38
10-01-87	86,761.86	- 0 -	2,866.71	2,866.71
12-31-87	86,761.86	17,352.38	- 0 -	17,352.38
04-01-88	69,409.48	- 0 -	2,336.15	2,336.15
06-30-88	69,409.48	17,352.38	- 0 -	17,352.38
10-01-88	52,057.10	- 0 -	1,822.71	1,822.71
12-31-88	52,057.10	17,352.38	- 0 -	17,352.38
04-01-89	34,704.72	- 0 -	1,297.86	1,297.86
06-30-89	34,704.72	17,352.38	- 0 -	17,352.38
10-01-89	17,352.34	- 0 -	778.72	778.72
12-31-89	17,352.34	17,352.34	- 0 -	17,352.34
04-01-90	- 0 -	- 0 -	259.57	259.57
Totals		$242,933.28	$92,090.33	$335,023.61

ANNEX E

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
During the Period July 1, 1980 through June 30, 1981 Under P.L. 480, Title I Agreements With
THE DEMOCRATIC REPUBLIC OF THE SUDAN
Showing the (1980/81 Consolidated Debt)

Original Agreement Date and (Delivery Year)	Payment Due Date	Total Debt	Consolidated Debt (85%)
03-19-73 (73)	07-28-80	$ 42,025.35	$ 35,721.55
05-08-74 (74)	07-03-80	51,152.90	43,479.96
12-24-77 (78)	06-05-80	195,289.16	165,995.79
02-21-77 (77)	06-08-80	90,514.70	76,937.49
TOTAL		$378,982.11	$322,134.79

ANNEX F

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
Consolidation and Rescheduling of Payments Agreement Dated
With
The Democratic Republic of The Sudan
Repayment Schedule for 1980/81 Consolidated Debt

Repayment Terms

Interest : 6% per annum
Principal : 14 equal semi-annual installments

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
10-01-80	322,134.79	$- 0 -	1,024.95	1,024.95
04-01-81	322,134.79	- 0 -	2,369.54	2,369.54
10-01-81	322,134.79	- 0 -	7,056.85	7,056.85
04-01-82	322,134.79	- 0 -	9,637.57	9,637.57
10-01-82	322,134.79	- 0 -	9,690.52	9,690.52
04-01-83	322,134.79	- 0 -	9,637.57	9,637.57
10-01-83	322,134.79	- 0 -	9,690.52	9,690.52
04-01-84	322,134.79	- 0 -	9,637.57	9,637.57
06-30-84	322,134.79	23,009.63	- 0 -	23,009.63
10-01-84	299,125.16	- 0 -	9,338.76	9,338.76
12-31-84	299,125.16	23,009.63	- 0 -	23,009.63
04-01-85	276,115.53	- 0 -	8,604.97	8,604.97
06-30-85	276,115.53	23,009.63	- 0 -	23,009.63
10-01-85	253,105.90	- 0 -	7,954.40	7,954.40
12-31-85	253,105.90	23,009.63	- 0 -	23,009.63
04-01-86	230,096.27	- 0 -	7,228.18	7,228.18
06-30-86	230,096.27	23,009.63	- 0 -	23,009.63
10-01-86	207,086.64	- 0 -	6,570.03	6,570.03
12-31-86	207,086.64	23,009.63	- 0 -	23,009.63
04-01-87	184,077.01	- 0 -	5,851.38	5,851.38
06-30-87	184,077.01	23,009.63	- 0 -	23,009.63
10-01-87	161,067.38	- 0 -	5,185.68	5,185.68
12-31-87	161,067.38	23,009.63	- 0 -	23,009.63
04-01-88	138,057.75	- 0 -	4,474.58	4,474.58
06-30-88	138,057.75	23,009.63	- 0 -	23,009.63
10-01-88	115,048.12	- 0 -	3,801.32	3,801.32
12-31-88	115,048.12	23,009.63	- 0 -	23,009.63
04-01-89	92,038.49	- 0 -	3,097.78	3,097.78
06-30-89	92,038.49	23,009.63	- 0 -	23,009.63
10-01-89	69,028.86	- 0 -	2,416.96	2,416.96
12-31-89	69,028.86	23,009.63	- 0 -	23,009.63
04-01-90	46,019.23	- 0 -	1,721.00	1,721.00
06-30-90	46,019.23	23,009.63	- 0 -	23,009.63
10-01-90	23,009.60	- 0 -	1,032.59	1,032.59
12-31-90	23,009.60	23,009.60	- 0 -	23,009.60
04-01-91	- 0 -	- 0 -	344.20	344.20
Totals		$322,134.79	$126,366.92	$448,501.71

COMMISSION OF THE CARTAGENA AGREEMENT

Economic Cooperation

Memorandum of understanding signed at Washington November 21, 1979;
Entered into force November 21, 1979.

MEMORANDUM OF UNDERSTANDING

Between The

UNITED STATES OF AMERICA

And The

ANDEAN GROUP

1. At the beginning of this year, contacts between representatives of the Cartagena Agreement and the Government of the United States of America were initiated with the objective of achieving a greater degree of understanding on matters of mutual interest between the Andean Group and the United States Government as well as between their respective private sectors.

2. As a result of meetings in Caracas in September and in Washington in October, and the visit to the United States of the Commission and Junta of the Cartagena Agreement on November 20 and 21, both parties agreed that it would be in their interest to seek the basis for effective cooperation in the areas of trade, financing, science and technology, and development of industry, agriculture and infrastructure, including transportation.

3. Such cooperation shall be characterized by the concepts of equality and reciprocal interest for each party. Efforts to seek areas of common interest will not serve as a substitute for efforts which individual governments believe to be necessary, nor those undertaken by governments and regional organizations in multilateral fora. The Members of the Pact of Cartagena note that

their efforts will be consistent with the positions adopted by Latin America and developing countries. Reciprocity of treatment will take into consideration the degree of development of each party. Areas of negotiations should be based on the community interests of the Andean Group as a unit.

4. For the procedures and mechanisms of this agreement to be organized in a more systematic fashion, both parties agree to discuss the four substantive areas contained herein in a gradual and progressive manner, and for this purpose they agree to the establishment of Special Groups on Trade, Financing, Science and Technology and Development of Industry, Agriculture and Infrastructure, including Transportation. These groups will be made up by the Junta of the Cartagena Agreement and government representatives of both parties, who will submit the results of their work to their respective authorities for approval. One of the purposes of these groups will be to keep all members up to date on changes which have been adopted in the laws, regulations and procedures of both parties as they affect the other party.

5. Both parties agree that during the first four months of 1980 these groups will meet as necessary, that the meetings may be alternated between the respective headquarters and that the dates of the meetings will be the subject of consultations. The results of the meetings will be reported to a plenary session of both parties.

6. Both parties agree that it is their objective to sign an agreement on economic cooperation based on the results of the discussions in the four groups.

7. Both parties further agree that the guidelines for the Trade and Science and Technology Groups are as follows:

Trade

The Commission of the Pact of Cartagena and the representatives of the Government of the United States, in accordance with the General Memorandum of Understanding that guides their cooperative relations, agree to establish a Special Group for Trade Matters, whose task it will be to look into the possibilities for a qualitative and quantitative improvement in reciprocal trading relations.

The principal subjects, among others of interest to either party, to be handled by this Group are as follows:

A) The United States Generalized System of Preferences.

B) Matters associated with the Multilateral. Trade Negotiations under the GATT. [1]

C) Measures to improve trade relations between the Andean Pact and the United States.

D) Matters associated with commodities.

Science and Technology

The Commission of the Pact of Cartagena and the representatives of the United States agree in a separate Memorandum of Understanding on Science and Technology [2] to establish the frame work for cooperation in this field. In order to implement this agreement, the

[1] TIAS 1700; 61 Stat., pts. 5 and 6.
[2] Signed Nov. 21, 1979. TIAS 9949; 31 UST; *ante*, p. 4335.

Working Group on Science and Technology referred to above will serve as appropriate as the channel of communication to facilitate cooperation in the various specific areas of Science and Technology resulting from the Memorandum of Understanding.

Done at Washington, in duplicate, in the English and Spanish languages, both texts being equally authentic, this twenty-first day of November, 1979.

For the Government of the United States of America:

Cyrus Vance [1]

For the Commission of the Cartagena Agreement:

Bolivia
[2]

Colombia
[3]

Ecuador
[4]

Peru
[5]

Venezuela
[6]

[1] Cyrus Vance.
[2] Roberto Arce.
[3] Edgar Moncayo Jimenez.
[4] M. Manosalvas Vaca.
[5] J. Garland Combe.
[6] Sebastian Alegrett Ruiz.

MEMORANDUM DE ENTENDIMIENTO

ENTRE LOS

ESTADOS UNIDOS DE AMERICA

Y EL

PACTO ANDINO

1. A principio de este año se entablaron los primeros contactos entre Representantes del Acuerdo de Cartagena y del Gobierno de los Estados Unidos de América, con el objeto de lograr un mayor grado de entendimiento no sólo a nivel del Acuerdo y del Gobierno de los Estados Unidos sino también entre sus sectores privados en relación con asuntos de mutuo interés.

2. Como resultado de las conversaciones adelantadas en septiembre en Caracas y en octubre en Washington y de la visita de la Comisión y la Junta del Acuerdo de Cartagena a los Estados Unidos durante los días 20 y 21 de noviembre, ambas partes convinieron que sería de interés común sentar las bases para una cooperación efectiva en las áreas de comercio, financiamiento, ciencia y tecnología, desarrollo industrial, agrícola y de infraestructura, incluyendo transporte.

3. Tal cooperación deberá estar enmarcada dentro de los conceptos de igualdad e interés recíproco para las Partes. La búsqueda de áreas de interés común no será sustitutiva de los esfuerzos que los gobiernos individualmente estimen necesarios, ni de aquéllos emprendidos por los gobiernos y organizaciones regionales en los foros multilaterales. Los miembros del Pacto de Cartagena expresan que

sus esfuerzos se inscriben dentro de la posición conjunta de América Latina y de los países en desarrollo. La reciprocidad en el tratamiento tendrá en cuenta los grados de desarrollo de ambas Partes. Las áreas de negociación deben estar referidas a los intereses comunitarios del Grupo Andino como unidad.

4. Con el objeto de sistematizar los procedimientos y mecanismos del presente Acuerdo, ambas Partes convienen en tratar gradual y evolutivamente los cuatro grandes temas materia del mismo, para lo cual acuerdan constituir Grupos Especiales para tratar las áreas de comercio, financiamiento, ciencia y tecnología, desarrollo industrial, agrícola y de infraestructura, incluyendo transporte. Estos Grupos estarían constituidos por la Junta del Acuerdo de Cartagena y representantes gubernamentales de ambas Partes, los que someterán a sus autoridades respectivas los resultados a los que hayan llegado para su aprobación. Uno de los propósitos de estos Grupos será mantener a todos los miembros informados sobre cambios que hayan sido adoptados en las leyes, regulaciones y procedimientos de ambas Partes en lo que afecte a la otra Parte.

5. Ambas Partes convienen en celebrar durante los primeros cuatro meses de 1980 las reuniones que sean necesarias, que podrán ser alternadas en las respectivas sedes, en fechas que se decidirán oportunamente a través de consultas.

Los resultados de las reuniones serán sometidos a una sesión plenaria de ambas Partes.

6. Ambas Partes acuerdan que su objetivo es el de firmar un acuerdo de cooperación económica basado en los resultados de las discusiones en los cuatro Grupos.

7. Ambas Partes convienen así mismo que los lineamientos para los Grupos de Comercio y de Ciencia y Tecnología son los siguientes:

COMERCIO

De conformidad con el Memorandum General de Entendimiento que rige sus relaciones de cooperación, la Comisión del Acuerdo de Cartagena y los Representantes del Gobierno de los Estados Unidos acuerdan constituir un Grupo Especial para Asuntos de Comercio, cuya tarea será la de explorar las posibilidades de un mejoramiento cualitativo y cuantitativo de las corrientes de intercambio recíproco.

Los asuntos principales que tratará este Grupo de interés para cualquiera de las Partes, serán, entre otros, los siguientes:

a) El Sistema Generalizado de Preferencias de los Estados Unidos.

b) Los aspectos vinculados con las negociaciones comerciales multilaterales en el marco del GATT.

c) Medidas para mejorar las relaciones comerciales entre el Pacto Andino y los Estados Unidos.

d) Aspectos vinculados con los productos básicos.

CIENCIA Y TECNOLOGIA

La Comisión del Acuerdo de Cartagena y los representantes de los Estados Unidos convienen en establecer el marco para la cooperación en este campo, en un memorandum de entendimiento separado sobre ciencia y tecnología. A fin de instrumentar este Acuerdo, el Grupo de Trabajo sobre Ciencia y Tecnología antes mencionado servirá, en lo que sea pertinente, como el canal de comunicación para facilitar la cooperación en las diversas áreas específicas sobre ciencia y tecnología que resulten del memorandum de entendimiento.

Hecho en duplicado en Washington en los idiomas de INgles y Español, siendo auténticos ambos textos, el 21 de noviembre de 1979.

Por el Gobierno de los Estados Unidos de América

Por la Comisión del Acuerdo de Cartagena

Bolivia

Colombia

Ecuador

Peru

Venezuela

ST. LUCIA

Peace Corps

Agreement effected by exchange of letters
Signed at Bridgetown and Castries May 15 and July 8, 1980;
Entered into force July 8, 1980.

The American Ambassador to the St. Lucian Deputy Prime Minister

EMBASSY OF THE
UNITED STATES OF AMERICA
BRIDGETOWN, BARBADOS

May 15, 1980

The Honourable George Odlum
Deputy Prime Minister
Prime Minister's Office
Government Headquarters
Castries
ST. LUCIA

Dear Deputy Prime Minister:

I have the honor to refer to recent conversations and correspondence between representatives of our two governments and to propose the official conclusion of the following understandings with respect to the assignment to St. Lucia of the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, will live and work for periods of time in St. Lucia. This document supercedes the agreement dated October 19, 1965.[1]

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of St. Lucia and approved by the Government of the United States to perform mutually agreed tasks in St. Lucia. The volunteers will work under the immediate supervision of governmental or private organizations in St. Lucia designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform their tasks in the most effective way. The Government of St. Lucia will bear such share of the costs of the Peace Corps program incurred in St. Lucia as our two Governments agree should be contributed by it.

2. The Government of St. Lucia will accord equitable treatment to the volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in St. Lucia; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of St. Lucia will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside St. Lucia, from all customs duties or other charges on their personal property introduced into St. Lucia for their own use at the time of their arrival and from all other taxes or other charges (including immigration fees and airport taxes), except license fees and taxes or other charges included in the prices of equipment, supplies and services.

[1] Exchange of notes Oct. 19 and Nov. 10, 1965. TIAS 5902; 16 UST 1753.

3. The Government of the United States and the Government of St. Lucia will provide the volunteers with such limited quantities of equipment and supplies as our two Governments may consider necessary to enable the volunteers to perform their tasks effectively. The Government of St. Lucia will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in St. Lucia by the Government of the United States or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of St. Lucia will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of St. Lucia. The Government of St. Lucia will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside St. Lucia, and from all other taxes or other charges (including immigration fees and airport taxes) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of St. Lucia will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into St. Lucia for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States in Barbados. The Government of St. Lucia will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into St. Lucia for their own use as is accorded volunteers hereunder.

5. The Government of St. Lucia will exempt from investment and deposit requirements and currency controls all funds introduced into St. Lucia for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of St. Lucia at the highest rate which is not unlawful in St. Lucia.

6. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in St. Lucia as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall

remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Please accept the renewed assurance of my highest consideration.

Sincerely,

Sally A. Shelton
American Ambassador

The St. Lucian Minister of Foreign Affairs to the American Ambassador

Ministry of Foreign Affairs

Communications on this subject should be addressed to:
MINISTRY OF FOREIGN AFFAIRS
and the following Number quoted:

Government Buildings,
Castries,
Saint Lucia, West Indies

.....July 8th.....1980...

Ambassador Sally A. Shelton,
Embassy of the United States,
BRIDGETOWN,
Barbados.

Your Excellency,

I have the honour to refer to your Note of May 15th, 1980 proposing the conclusion of an understanding with respect to the assignment to Saint Lucia of Peace Corps Volunteers of the United States of America, who will live and work for periods of time in Saint Lucia at the request of my Government and to inform you that the Government of Saint Lucia has agreed as follows:-

1. The Government of the United States will furnish such Peach Corps volunteers as may be requested by the Government of Saint Lucia and approved by the Government of the United States to perform mutually agreed tasks in Saint Lucia. The volunteers will work under the immediate supervision of governmental or private organizations in Saint Lucia designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform their tasks in the most effective way. The Government of Saint Lucia will bear such share of the costs of the Peach Corps program incurred in Saint Lucia as our two Governments agree should be contributed by it.

2. The Government of Saint Lucia will accord equitable treatment to the volunteers and their property; afford them full aid and protection, including treatment no less favourable than that accorded generally to nationals of the United States residing in Saint Lucia; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Saint Lucia will exempt the volunteers from all taxes on payment which they receive to defray their living costs and on income from sources outside Saint Lucia, from all customs duties or other charges on their personal property introduced into Saint Lucia for their own use at the time of their arrival and from all other taxes or other charges (including immigration fees and airport taxes), except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States and the Government of Saint Lucia will provide the volunteers with such limited quantities of equipment and supplies as our two Governments may consider necessary to enable the volunteers to perform their tasks effectively. The Government of Saint Lucia will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in Saint Lucia by the Government of the United States or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Saint Lucia will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Saint Lucia. The Government of Saint Lucia will exempt such persons from all taxes on income derived from their Peach Corps work or sources outside Saint Lucia, and from all other taxes or other charges (including immigration fees and airport taxes) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Saint Lucia will accord the Peach Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Saint Lucia for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States in Barbados. The Government of Saint Lucia will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Saint Lucia for their own use as is accorded volunteers hereunder.

5. The Government of Saint Lucia will exempt from investment and deposit requirements and currency controls all funds introduced into Saint Lucia for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Saint Lucia at the highest rate which is not unlawful in Saint Lucia.

6. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in Saint Lucia as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honour to inform you that this reply to your Note of May 15th, 1980 constitutes an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until 90 days after the date of the written notification from either government to the other of intention to terminate it.

Accept, Excellency, assurances of my highest consideration.

Yours,

.....

GEORGE ODLUM
MINISTER OF FOREIGN AFFAIRS

UNITED NATIONS

Headquarters of the United Nations

Agreement supplementing the agreement of June 26, 1947, as supplemented.
Signed at New York December 10, 1980;
Entered into force December 10, 1980.

THIRD SUPPLEMENTAL AGREEMENT BETWEEN THE UNITED NATIONS AND THE UNITED STATES OF AMERICA REGARDING THE HEADQUARTERS OF THE UNITED NATIONS

THE UNITED NATIONS AND THE UNITED STATES OF AMERICA:

Considering that the space available within the Headquarters District, as defined in annex 1 of the Agreement regarding the Headquarters of the United Nations signed at Lake Success on 26 June 1947, that referred to in the Supplemental Agreement of 9 February 1966 as amended by the Exchange of Notes of 8 December 1966, and that referred to in the Second Supplemental Agreement of 28 August 1969[1] are inadequate and it has become necessary for units of the Secretariat of the United Nations to be provided with other premises outside the areas so delineated;

Considering that, for this purpose, the United Nations has acquired leases of certain additional office space;

Considering that it is desirable that, with respect to those premises, the United Nations, officials of the United Nations, and representative of the Members of the United Nations be accorded the necessary privileges and immunities as envisaged in Article 105 of the Charter of the United Nations[2] and in the Headquarters Agreement; and

Desiring to conclude a Third Supplemental Agreement in accordance with Section 1 (a) of the Headquarters Agreement, in order to include those premises within the Headquarters District.

Have agreed as follows:

Article I

The Headquarters District within the meaning of Section 1 (a) of the Agreement between the United States of America and the United Nations regarding the Headquarters of the United Nations, signed at Lake Success on 26 June 1947, shall include, in addition to the area defined in annex 1 to that Agreement, the premises described in the annexes of this Supplemental Agreement. The first part of the annexes shows newly-added premises whereas the second part indicates the state of UN-occupancy in premises already covered by previous Supplemental Agreements.

---

[1] TIAS 1676, 5961, 6176, 6750; 61 Stat. 3435; 17 UST 74, 2319; 20 UST 2810.
[2] TS 993; 59 Stat. 1053.
[Footnotes added by the Department of State.]

Article II

The Secretary-General of the United Nations shall notify the Permanent Representative of the United States of America to the United Nations immediately should any of the premises referred to in article I and described in the annexes or any part of such premises, cease to be used by the United Nations. Such premises, or such part thereof, shall cease to be a part of the Headquarters District from the date of such notification.

Article III

This Third Supplemental Agreement shall enter into force upon its signature.

IN WITNESS WHEREOF the respective representatives have signed this Supplemental Agreement.

DONE in duplicate, in the English language, at New York this tenth day of December 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Donald F. McHenry
Permanent Representative of the United States
of America to the United Nations

FOR THE UNITED NATIONS:

Kurt Waldheim
Secretary-General

ANNEX 1

One United Nations Plaza

The entire third to twenty-fourth floors of the UNDC Building, located at 44th Street and 1st Avenue, New York City. Said premises shall include all offices, rooms, halls and corridors on the floors mentioned above, but shall not include any stairways and elevators giving public access to other floors.

That part of the first floor of said building as indicated on the plan.[1/] Said premises shall include the interior lobby opening to 1st Avenue. Said premises shall not include any stairways or elevators giving public access to other floors.

That part of the second floor of said building as indicated on the plan.[1/] Said premises shall not include any stairways or elevators giving public access to other floors.

ANNEX 2

605 Third Avenue

That part of the tenth floor of the BORROUGHS BUILDING located at 605 Third Avenue, New York City, which is indicated on the plan.[1/]

1/ Floor plans of these premises are on file with the Secretariat.

ANNEX 3

30-12 41st Avenue, Long Island City, N.Y.

All of the building located at 30-12 41st Avenue, Long Island City, New York (Warehouse).

ANNEX 4

331 East 38th Street

The entire third, fourth and eighth floors of the building located at 331 East 38th Street, New York City (UNICEF Greeting Card Operation). Said premises shall include all offices, rooms, halls and corridors on the floors mentioned above, but shall not include any stairways and elevators giving public access to other floors.

ANNEX 5

821 UN Plaza

The entire ninth floor of the building located at 821 UN Plaza, New York City (Turkish Mission Building). Said premises shall include all offices, rooms, halls and corridors on the floor mentioned above, but shall not include any stairways and elevators giving public access to other floors.

ANNEX 6

345 Park Avenue South

The entire eleventh and twelfth floors of the building located at Park Avenue South, New York City (Warehouse), Said premises shall include offices, rooms, halls and corridors on the floors mentioned above, but shall not include any stairways and elevators giving public access to other floors.

ANNEX 7

866 UN Plaza

The entire third and sixth floors of the building located at 866 UN Plaza, New York City (ALCOA BUILDING). Said premises shall include all offices, rooms, halls and corridors on the floors mentioned above, but shall not include any stairways and elevators giving public access to other floors. In addition, that part of the fourth and fifth floors which is indicated on the plan.1/

ANNEX 8

666 Third Avenue

The entire fifth floor of the CHRYSLER BUILDING, located at 666 Third Avenue, New York City. Said premises shall include all offices, rooms, halls and corridors on the said second floor, but shall not include any stairways and elevators giving public access to other floors.

1/ Floor plans of these premises are on file with the Secretariat.

ANNEX 9

485 Lexington Avenue

The entire nineteenth to twenty-second floors of the building located at 485 Lexington Avenue, New York City. Said premises shall include all offices, rooms, halls and corridors on the floors mentioned above, but shall not include any stairways and elevators giving public access to other floors.

ANNEX 10

801 United Nations Plaza

All of the office building located at 805-7 First Avenue (801 United Nations Plaza) and 343 East 45th Street, New York City with the exception of those parts of the building on the street floor and basement which are sublet. These parts are indicated on the plan.[1/]

1/ Floors plans of these premises are on file with the Secretariat.

NEW ZEALAND

Aviation: Transport Services

Agreement amending the agreement of June 24, 1964.
Effected by exchange of notes
Signed at Wellington November 25, 1980;
Entered into force November 25, 1980.
With exchange of letters
Signed at Washington and Wellington November 19, 1980 and February 2, 1981.

19-198 O - 86 - 23

The American Ambassador to the New Zealand Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No: 151

Wellington, November 25, 1980

Excellency:

I have the honor to refer to negotiations which took place April 20-25, 1980, in Wellington between delegations representing the Government of New Zealand and the Government of the United States of America to discuss air transport relations between the two countries.

In accordance with Article 12 of the United States-New Zealand Air Transport Agreement of June 24, 1964,[1] ("the Agreement"), I have the honor to confirm the understanding contained in the Memorandum of Consultation of April 25, 1980,[2] and to propose that the Agreement shall be amended as follows:

A. Article 11 of the Agreement shall be amended in its entirety to read as follows:

"1. The term "price" means any fare, rate or tariff to be charged for the carriage of passengers, baggage and cargo (excluding mail)

His Excellency
The Right Honorable B.E. Talboys
Minister of Foreign Affairs
Wellington

[1] TIAS 5605; 15 UST 1367.
[2] Not printed.

by a designated airline of one Contracting Party to or from points in the territory of the other Contracting Party whether charged by a designated airline to intermediaries such as travel agents and tour promoters or charged by a designated airline or such intermediaries to passengers and shippers, and includes the conditions governing the availability or applicability of such fares, rates or prices and the charges and conditions ancillary to such carriage.

2. Prices on each specified route shall be established at the lowest levels consistent with the maintenance of high standards of safety, the provision of competitive services appropriate to public demand, and a reasonable return on investment after meeting the full costs of efficient operations by the designated airlines on the route in question without subsidization from other routes or from other sources.

3. The prices proposed by the designated airline of one Contracting Party shall, if so required, be filed with the aeronautical authorities of the other Contracting Party at least 60 days prior to the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required.

4. Each Contracting Party shall have the right to approve or disapprove prices for one-way or round-trip carriage commencing in its own territory. Notices of disapproval shall be made within 30 days of filing. In exercising such right:

(a) each Contracting Party shall take into account the provisions of paragraph 2 above;

(b) price and service diversity among different airlines is allowable under country-of-origin jurisdiction, but neither Contracting Party shall oblige an airline of the other Contracting Party to charge prices different from those authorised for its own airline or airlines.

5. It is recognized that prices for carriage between the territory of one Contracting Party and a third country are within the jurisdiction of the Governments of those two countries. However, each Party agrees that it will not prevent or inhibit the designated airlines of either Party from matching a lower or more competitive price charged by any other designated airline for international air transportation between the territory of that Party and a third country.

6. Neither Contracting Party shall prevent an airline of a third country from meeting any price of a designated airline of either Contracting Party for carriage of international traffic between New Zealand and the United States provided that the third country allows designated airlines of the first Contracting Party to meet any price for carriage of international traffic between the territory of the other Contracting Party and that third country.

7. If at any time the aeronautical authorities of either Contracting Party believe that their designated airline or airlines have been unduly affected by the implementation of this Article, they may request urgent consultations with the aeronautical authorities of the other Contracting Party and such consultations shall take place without undue delay."

B. Articles 12 through 18 , inclusive, shall be renumbered as Articles 13 through 19.

C. The following new Article 12 shall be inserted into the Agreement:

"

ARTICLE 12

1. An airline or airlines of a Contracting Party designated for charter air services shall be permitted to operate charter air services in accordance with the rules applicable to charter traffic in the territory of the Contracting Party in which the charter traffic originates.

2. Each Contracting Party grants to the other Contracting Party the right for the designated airlines of that other Party to uplift and discharge international charter traffic in passengers (and their accompanying baggage), cargo, or combination at points within the territory of the first Contracting Party for carriage between such points and points in the territory of the other Contracting Party, either directly or with stopover points outside the territory of either Contracting Party or with carriage of stopover traffic to points beyond the territory of the first Contracting Party.

3. Charter traffic in passengers -

(a) originating outside the territory of both Contracting Parties; or

(b) originating in or destined for any gateway point in the United States served by New Zealand designated airlines (1); or

(c) originating in the territory of one Contacting Party who do not stop over

in the territory of the other Contracting Party for at least two consecutive nights, or who do not hold round-trip tickets;

shall not be covered by the provisions of this Agreement.

Note (1): Gateway points are Honolulu and the first point served in Alaska or the contiguous 48 States of the United States.

4. A designated airline of one Contracting Party proposing to carry charter traffic originating in the territory of the other Party shall comply with the applicable rules of that other Party.

5. (1) A designated airline of one Contracting Party shall file with the aeronautical authorities of the other Contracting Party at least 30 days in advance of the dates of the proposed flight or flights -

(a) the itinerary (dates, times and points to be served) and such other information as is required for customs, airport and air traffic control purposes; and

(b) a declaration of conformity with the rules applicable to charter traffic in the country of traffic origin.

(2) In individual cases, notification or filing may be permitted on shorter notice than is normally required.

6. (a) Each Contracting Party may require the filing with its aeronautical authorities of fares and rates and of wholesale prices to be charged for traffic originating in its territory by designated airlines of the other Contracting Party.

(b) Unless the first point on the itinerary (as evidenced by the document authorizing transportation by air) is in its territory, neither Contracting Party shall prevent the institution or continuation of any fare or rate or any wholesale or retail price which is proposed or offered by a designated airline of the other Contracting Party. However, each Contracting Party shall permit any designated airline of the other Contracting Party to institute or continue a fare or rate or a wholesale or retail price which is approved or permitted for its own airline or airlines.

7. (a) Each Contracting Party shall allow a fair opportunity for the designated airlines of both Contracting Parties to compete in the international air transportation charter services covered by this Agreement.

(b) Each Contracting Party shall take into consideration the interests of the other Party in both its designated airline and in the ability of its national or localized infrastructure to absorb high levels of tourism traffic during particular seasonal periods. Should either Contracting Party find that its designated airlines are being subjected to unreasonable, predatory or discriminatory competition, or; should either Party find that its national or localized infrastructure is going to experience a critical over-saturation level, it may then request consultations which shall be held as soon as possible, and in no event later

than 30 days following this request. At such consultations the aggrieved Party shall present its findings. If agreement is reached during such consultations each Party shall use its best efforts to effect the agreed solution.

(c) Notwithstanding the above, each Contracting Party shall take into consideration the public interest, and shall make every effort to avoid any extraordinary action which will result in disruption of prospective charter passenger travel plans.

8. With regard to charters not falling within the scope of this Agreement, each Contracting Party undertakes to observe principles of comity and reciprocity and to avoid the imposition of unnecessary restrictions to provide the simplest practicable procedure governing the application for such flights and to consider such applications expeditiously.

9. Notwithstanding Article 17, this Article shall continue in force for a period of three years after which time it may be terminated by either Contracting Party on three months' notice."

D. The schedule attached to the Agreement shall be amended to read as follows:

"

SCHEDULE

1. New Zealand Routes

An airline or airlines designated by the Government of New Zealand shall be entitled to operate air services from New Zealand and the Cook Islands via intermediate points in the South Pacific, including American Samoa, to Honolulu, Los Angeles and two additional

points in the United States (1) and beyond to points in Canada, the United Kingdom, Europe, and one other point (2) to be determined by New Zealand. Any or all United States points may be served on any flight at the option of the designated airline in question.

Notes:
(1) Points to be selected by New Zealand with the option to change points at any time upon giving 6 months' prior notice to the United States.

(2) Selection of this other point will be subject to prior consultation by the Contracting Parties.

2. United States Routes
An airline or airlines designated by the Government of the United States shall be entitled to operate air services from the United States (including island territory in the South Pacific under United States authority) via intermediate points in the South Pacific to Auckland, Wellington, Christchurch and any other city in New Zealand with an international airport which may be developed in the future, and beyond to Australia and beyond. Any or all New Zealand points may be served on any flight at the option of the designated airline in question.

3. Any or all points specified in paragraphs 1 and 2 above may be omitted on any flight provided that the service begins or ends in the territory of the Contracting Party designating the airline in question."

E. The traffic rights granted to the United States permit operation by designated

airlines beyond New Zealand to Australia. Further, in view of the New Zealand Government's concern about the possible designation in the near future of additional airlines by the United States Government under the provisions of Article 3 of the Agreement, the United States Government agrees that no more than two scheduled airlines will be designated to serve New Zealand at the same time during a period of five years from the date of effectiveness of these amendments to the Agreement unless otherwise mutually agreed.

If the above understandings are acceptable to your Government, I have the honor to propose that this Note and your reply to that effect constitute an Agreement between the two Governments which shall enter into effect on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Anne Clark Martindell[1]

Ambassador of the
United States of America

[1] Anne Clark Martindell.

The New Zealand Minister of Foreign Affairs to the American Ambassador

MINISTER OF FOREIGN AFFAIRS
PARLIAMENT HOUSE
WELLINGTON, NEW ZEALAND

25 November 1980

Excellency,

I have the honour to refer to your Excellency's Note of today's date which reads as follows:

[For the text of the U.S. note, see pp. 4422-4430]

I have the honour to inform your Excellency that my Government agrees with the amendments set out in your Note and also agrees that your Note together with this reply shall constitute an agreement between our two Governments which shall come into force on the date of this Note.

Please accept, Excellency, the renewed assurances of my highest consideration.

Brian Talboys [1]

Her Excellency
Mrs Anne C. Martindell,
Ambassador of the United States
of America,
WELLINGTON.

[1] Brian Talboys.

[EXCHANGE OF LETTERS]

DEPARTMENT OF STATE
Washington, D.C. 20520

November 19, 1980

Dear Mr. Edwards:

Since February 15, 1980, a new United States law (the International Air Transportation Competition Act of 1979, 94 Stat. 35, P.L. 96-192) has prohibited the operation of part charters by U.S. airlines in foreign air transportation. Further, a conference report on that law expressed the "intention" of the United States Congress that the U.S. civil aeronautical authorities not authorize such operations by foreign airlines. This provision of U.S. law shall cease to be in effect on December 31, 1981.

Therefore, notwithstanding the provisions of paragraph 2 of Article 12 of the United States-New Zealand Air Transport Agreement of 1964, as amended (Annex 3 of the Memorandum of Consultation signed in Wellington April 25, 1980). I ask your concurrence in the understanding that neither Party shall permit the operations of part charters by the airlines of either Party in traffic to and from the United States during the pendency of any legislative prohibition against such charters by the United States of America. This understanding shall not apply to the carriage of passengers under group tariffs (such as GIT, affinity, advance purchase or contract bulk) currently in effect. Nor shall it apply to group tariffs to be filed in the future provided that the specific terms of such tariffs are consistent with the existing law of each Party concerning prohibition of part charters.

Sincerely,

Richard W. Bogosian
Chairman
U.S. Delegation

Mr. A.J. Edwards,
Secretary,
Ministry of Transportation,
Wellington, New Zealand.

MINISTRY of TRANSPORT

PRIVATE BAG, WELLINGTON 1
TELEPHONE: 721-253
TELEGRAMS: TRANSPORT

AURORA HOUSE,
THE TERRACE,
WELLINGTON 1

98/3/3

2 February 1981

Mr R.H. Imus
Economic Counsellor
American Embassy
Private Bag
WELLINGTON

Dear Sir

I have received a letter dated 19 November from Mr Bogosian seeking concurrence to the understanding that neither the United States nor New Zealand will permit the operation of part charters by their designated airlines to or from the United States until the current legislative prohibition against such charters by the United States is lifted.

On behalf of the New Zealand Government I concur with this understanding, and I note the group tariffs to which the prohibition does not apply. It is also understood that the prohibition shall cease to be in effect on 31 December 1981.

Yours sincerely

A.J. Edwards
Secretary for Transport

ISRAEL

Claims: U.S. Ship "Liberty"

Agreement effected by exchange of notes
Dated at Washington December 15 and 17, 1980;
Entered into force December 17, 1980.

The Israeli Ambassador to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

AO/315 15 December 1980

The Ambassador of Israel presents his compliments to the Secretary of State and has the honour to refer to the Embassy's note of 22 February 1978 [1] and to consequent exchange of notes concerning physical damage to the U.S. ship "Liberty" on 8 June 1967.

Without prejudice to the legal position of the Government of Israel and to the question of liability for the tragic event the Government of Israel has the honour to propose as full and final settlement of the U.S. claim that Israel pay the United States Government the sum of $6,000,000 (six million dollars) to be paid in three annual payments of $2,000,000 each, commencing 15 January 1981.

The Ambassador of Israel avails himself of this opportunity to renew to the Secretary of State the assurances of his highest consideration.

The Honorable
Edmund S. Muskie
The Secretary of State
The Department of State
Washington, D.C.

[1] Not printed.

The Secretary of State to the Israeli Ambassador

DEPARTMENT OF STATE
WASHINGTON

December 17, 1980

Excellency:

I have the honor to acknowledge the receipt of your note No. AO/315 of December 15, 1980 relating to the U.S. ship "Liberty," which reads as follows:

> The Ambassador of Israel presents his compliments to the Secretary of State and has the honour to refer to the Embassy's note of 22 February 1978 and to consequent exchange of notes concerning physical damage to the U.S. ship "Liberty" on 8 June 1967.
>
> Without prejudice to the legal position of the Government of Israel and to the question of liability for the tragic event the Government of Israel has the honour to propose as full and final settlement of the U.S. claim that Israel pay the United States Government the sum of $6,000,000 (six million dollars) to be paid in three annual payments of $2,000,000 each, commencing 15 January 1981.
>
> The Ambassador of Israel avails himself of this opportunity to renew to the Secretary of State the assurances of his highest consideration.

I have the honor to inform you that the Government of the United States agrees with your proposed settlement and that your note and my reply

His Excellency

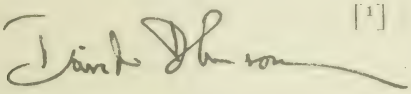
Ephraim Evron,

Ambassador of Israel.

thereto constitute the agreement of our two Governments concerning this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:


[1]

[1] David D. Newsom.

SINGAPORE

Trade in Textiles and Textile Products

Agreement amending the agreement of September 21 and 22, 1978, as amended.
Effected by exchange of letters
Signed at Washington November 24 and December 12, 1980;
Entered into force December 12, 1980.

The Singaporan Second Secretary to the Textile Office, Department of State

FA 68—4252-78

EMBASSY OF THE
REPUBLIC OF SINGAPORE
1824 R STREET, N.W.,
WASHINGTON, D.C. 20009.
TEL: (202) 667-7555

Cable Address: SINGAWAKIL WASHINGTON
Our Ref:
Your Ref:

24 November 1980

Ms Miles Henderson
Textiles Office
Department of State #3333
Washington DC 20520

Dear Miles

I refer to paragraph 5 of the Agreement between the United States and the Republic of Singapore relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textiles Products, with annexes, effected by exchange of notes September 21, 22, 1978 as amended [1] ("the Agreement") and to our discussions on Singapore's textile exports to the United States under Categories 317 and 319.

My Government would like to request for increases in the consultation levels for the 1980 Agreement Year as follows:-

Category	Unit	Designated Consultation Level	Requested New Designated Consultation Level
317	Syd	14,627,272*	14,740,272
319	Syd	3,000,000	3,300,000

(* Consultation level was adjusted from 8,000,000 Syd to 14,627,272 Syd vide your letter dated July 14, 1980. [2])

The new levels requested are based on additional quotas required to fulfil orders that have been received by Singapore manufacturers. I am sure your Government will give this request its utmost consideration.

Yours sincerely

K P WONG
SECOND SECRETARY

---

[1] TIAS 9214, 9610, 9719, 9774, 9817; 30 UST 700; 31 UST 287; *ante*, pp. 511, 1333, 2060.

[2] TIAS 9817; *ante*, p. 2060.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Singaporan Second Secretary

DEPARTMENT OF STATE

Washington, D.C. 20520

December 12, 1980

Mr. K.P. Wong
Second Secretary
Embassy of the Republic
of Singapore
1824 R Street, N.W.
Washington, D.C. 20009

Dear Mr. Wong:

I refer to the Agreement between the United States and the Republic of Singapore relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with Annexes, effected by exchange of notes September 21, and September 22, 1978, as amended ("the Agreement"), and to your letter of November 24, 1980 in which you request on behalf of the Government of Singapore that for the 1980 Agreement Year the consultation level for Category 317 be increased by 113,000 syd. to a level of 14,740,272 syd. and the consultation level for Category 319 be increased by 300,000 syd. to a level of 3,300,000 syd.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Sincerely,

Harry Kopp

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

PEOPLE'S REPUBLIC OF CHINA

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Washington October 9, 1980;
Entered into force October 9, 1980.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE MINISTRY OF POSTS AND TELECOMMUNICATIONS OF THE PEOPLE'S REPUBLIC OF CHINA

Table of Contents

		Page	[Pages herein]
Preamble		1	4444
Article 1.	Purpose of the Agreement	1	4444
Article 2.	Definitions	1-2	4444
Article 3.	Scheduled Service	2-3	4445
Article 4.	On-Demand Service	3-4	4446
Article 5.	Charges to be Collected from the Sender	4	4447
Article 6.	Charges and Fees to be Collected from the Addressee	4	4447
Article 7.	Conditions of Acceptance	4	4447
Article 8.	Prohibited Items	5	4448
Article 9.	Limits of Size and Weight	5	4448
Article 10.	Treatment of Items Wrongly Accepted	5-6	4448
Article 11.	General Rules for Delivery and Customs Clearance	6	4449
Article 12.	Undeliverable Items	6-7	4449
Article 13.	Redirection of Missent Items	7	4450
Article 14.	Inquiries	7	4450
Article 15.	Allocation of Surface Costs for Traffic Imbalances	8	4451
Article 16.	Internal Air Conveyance Dues	9	4452
Article 17.	Onward Air Conveyance	9	4452
Article 18.	No Additional Rates, Charges or Fees	10	4453
Article 19.	Application of the Convention	10	4453
Article 20.	Temporary Suspension of Service	10	4453
Article 21.	Detailed Regulations	10	4453
Article 22.	Arbitration	10	4453
Article 23.	Additional Rules and Regulations	11	4454
Article 24.	Amendments to the Agreement	11	4454
Article 25.	Entry Into Force and Duration of the Agreement	11	4454

Preamble

Being desirous of promoting the development of the economic and cultural relations between the two countries, the Postal Service of the United States of America and the Ministry of Posts and Telecommunications of the People's Republic of China, by virtue of the authority vested in them, have concluded the following Agreement:

Article 1 - Purpose of the Agreement

1. The Agreement shall govern the exchange of International Express Mail between areas for which the postal administrations of the United States of America and the People's Republic of China exercise International Express Mail responsibilities.

2. Both administrations agree to establish service for the exchange and transit of International Express Mail between the two countries.

3. Both administrations agree to maintain the exchange and transit services of International Express Mail by air.

Article 2 - Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and Sections - articles and sections of this Agreement, except when the context indicates an article that is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;

5. International Express Mail Service - the service established by this Agreement;

6. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin;

7. Scheduled Service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

8. On-Demand Service - an International Express Mail service option which allows a sender to mail an item without any requirements for scheduling or prior designation of addressee.

Article 3 - Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

[1] TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) the identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the name and address of the designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

Article 4 - On-Demand Service

1. Each administration shall offer on-demand service which shall be available to customers on a non-scheduled and non-contractual basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 - Charges to be Collected from the Sender

Each administration shall fix the charges to be collected from senders for sending items in the service.

6 - Charges and Fees to be Collected from the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 - Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 - Prohibited Articles

1. The provisions of the Convention governing prohibited articles shall be applicable to International Express Mail.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 - Limits of Size and Weight

1. An item of International Express Mail shall not:

(a) exceed 1.05 meters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and shall not

(b) exceed 15 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in section 1; however, the maximum weight limit shall in no event be increased in excess of 20 kilograms.

Article 10 - Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 - General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 - Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Undeliverable items shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 - Redirection of Missent Items

1. Each missent item shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 - Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the day after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 - Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

Article 16 - Internal Air Conveyance Dues

Each administration shall be entitled to reimbursement of internal air conveyance dues for International Express Mail items carried by air at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 - Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 - No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 - Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 20 - Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service.

2. Notice of such suspension shall be given immediately to the other administration.

Article 21 - Detailed Regulations

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended not inconsistently with this Agreement, by mutual consent of both administrations by means of correspondence.

Article 22 - Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

19-198 O - 86 - 24

Article 23 - Additional Rules and Regulations

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 - Amendments to the Agreement

Amendments and additions to this Agreement may be made by agreement of both administrations by means of correspondence, and shall enter into force on a date mutually agreed upon by both administrations.

Article 25 - Entry Into Force and Duration of the Agreement

1. This Agreement shall enter into force as of the 9th day of October, 1980.

2. This Agreement shall remain in force for five years. If neither administration notifies the other in writing of its intention to terminate this Agreement at least six months before the expiration of this five-year period, it will remain in effect for another five years, and shall be renewable accordingly.

Done in duplicate in the Chinese and English languages, both being equally authentic, and signed at Washington, D.C. on the 9th day of October, 1980.

For the Postal Service
of the United States of
America

[1]

Postmaster General

For the Ministry of Posts
and Telecommunications of
The People's Republic of China

[2]

Minister

[1] W. F. Bolger.
[2] Wang Zigang.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE MINISTRY OF POSTS AND TELECOMMUNICATIONS OF THE PEOPLE'S REPUBLIC OF CHINA

Table of Contents

		Page	[Pages herein]
Article 101.	Information to be Supplied by the Administration	1	4458
Article 102.	Address of the Sender and of the Addressee	2	4459
Article 103.	Items Containing Samples of Merchandise	2	4459
Article 104.	Packing Requirements	3	4460
Article 105.	General Make-up of Mails	3	4460
Article 106.	Manifests	4	4461
Article 107.	Air Mail Delivery Bills	4	4461
Article 108.	Exchange Offices	4	4461
Article 109.	Check of International Express Mail	5	4462
Article 110.	Notification of Irregularities	5	4462
Article 111.	Redirection of Items Arriving Out of Course	5	4462
Article 112.	Return of Items to Origin	6	4463
Article 113.	Accounting, Settlement of Accounts	6/7/8	4463
Article 114.	Definitions	8	4465
Article 115.	Period of Retention of Documents	8	4465
Article 116.	Entry into Force and Duration of These Detailed Regulations	8	4465

The United States Postal Service and the Ministry of Posts and Telecommunications of the People's Republic of China, in accordance with Article 21 of the International Express Mail Agreement signed on the 9th day of October 1980, have concluded the following Detailed Regulations for implementation of the said Agreement.

Article 101 - Information to be Supplied by the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in section 1 shall be communicated in writing immediately to the other administration.

Article 102 - Address of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 - Items Containing Samples of Merchandise

1. Each item containing samples of merchandise or other articles requiring payment of customs duties shall be accompanied by a customs declaration on Universal Postal Union form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 - Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

3. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 - Makeup and Dispatch of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate the exchange office of destination.

Article 106 - Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. On-demand items shall be reflected on the manifest either as separate entries or in a single entry stating the total number of such items.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 - Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

Article 108 - Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of or addition to its exchange offices.

Article 109 - Check of International Express Mail

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch shall be checked as soon as possible, at an exchange office designated by the administration of destination, to confirm their conformity with the manifest.

Article 110 - Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex or telegraph and confirmed in writing.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 - Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex, telegraph, or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 - Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 - Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year. The annual period shall begin on the date mutually agreed upon by both administrations.

(b) Each administration shall prepare quarterly a statement of items received on a mutually acceptable form which indicates the number of items received in

each dispatch based upon the particulars of the International Express Mail manifests. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail manifests and notices of irregularities to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges on a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 - Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 - Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 - Entry Into Force and Duration of These Detailed Regulations

1. These Detailed Regulations shall come into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations, and any amendments hereto pursuant to Article 21, Section 2 of the International Express Mail Agreement, shall have the same duration as the said Agreement to which they refer.

Done in duplicate in the English and Chinese languages, both being equally authentic, and signed at Washington, D.C., on the 9th day of October, 1980.

For the Postal Service
of the United States of
America

W. Bolger

Postmaster General

For the Ministry of Posts
and Telecommunications of
The People's Republic of China

王子纲

Minister

美利坚合众国邮政总局和
中华人民共和国邮电部

国际特快专递邮件业务协定

目　　录

第　一　条　协定的宗旨……1
第　二　条　定义……2
第　三　条　定时快递业务……3
第　四　条　特需快递业务……3
第　五　条　向寄件人收取的资费……4
第　六　条　向收件人收取的资费和费用……4
第　七　条　收寄条件……4
第　八　条　禁寄物品……5
第　九　条　尺寸和重量限度……5
第　十　条　对误收邮件的处理……5
第十一条　投递和验关的一般规定……6
第十二条　无法投递的邮件……6
第十三条　误发邮件的改寄……7
第十四条　查询……7
第十五条　业务量不平衡的水陆路费用的归属……7
第十六条　国内航空运费……8
第十七条　航空转运……8
第十八条　不可收取额外运费、资费和费用……9

第十九条 公约的适用…… 9
第二十条 业务的暂停…… 9
第二十一条 实施细则…… 9
第二十二条 仲裁……10
第二十三条 附加规则和规定……10
第二十四条 协定的修改……10
第二十五条 协定的生效日期和有效期……10

美利坚合众国邮政总局和
中华人民共和国邮电部
国际特快专递邮件业务协定

美利坚合众国邮政总局和中华人民共和国邮电部，为了促进两国经济和文化关系的发展，经授权，签订本协定，条文如下：

第一条
协定的宗旨

一、由美利坚合众国和中华人民共和国邮政负责国际特快专递邮件业务的地区间互换的国际特快专递邮件，按本协定办理。

二、双方邮政同意在两国之间办理国际特快专递邮件互寄和经转业务。

三、双方邮政同意互寄和经转的国际特快专递邮件可由航空运递。

第 二 条

定　　义

本协定所用术语含义为：

（一）邮政：指本协定签字国邮政主管部门中的任何一个的简称；

（二）条和款：指本协定的条和款，英文本中“条”字根据上下文也可指装入邮件内的物品；

（三）公约：指万国邮政联盟大会定期通过，并由本协定签字国批准的万国邮政公约；

（四）公约实施细则：指万国邮政联盟大会定期制订，并由本协定签字国批准的万国邮政公约实施细则；

（五）国际特快专递邮件业务：指根据本协定开办的业务；

（六）任何一方邮政的规定或其国内法令：指无论出自哪一国家而对某一事项适用的一般规则或规定；

（七）定时快递业务：指国际特快专递邮件业务中的一项，这项业务可使寄件人的邮件根据一项合同按指定时间投给指定收件人；

（八）特需快递业务：指国际特快专递邮件业务中的一项，这项业务可使寄件人在不确定时间或指定收件人的情况下寄发邮件。

第 三 条
定 时 快 递 业 务

一、双方邮政应根据合同向同意使用这一业务的用户提供按指定时间将邮件投给指定收件人的定时快递业务。

二、双方邮政应根据运输定时快递邮件的国际航班的时刻表向对方邮政提供定时快递业务范围内的每一城市或其它地点的大概投递时间。

三、对每项定时快递业务合同，原寄邮政应在按此项合同开办业务的至少十天前，向寄达邮政提供下列资料：

（一）合同用户的鉴别号码，这一号码应书写在所寄的每件邮件上；

（二）指定的收件人的姓名和地址；

（三）用户指定每周中那几日作为邮寄日；

（四）所要求的白日投递钟点；

（五）所利用的航线和航班号。

第 四 条
特 需 快 递 业 务

一、双方邮政应向用户提供一项不定时和不需签订合同的特需快递业务。

二、双方邮政应向对方邮政提供开办特需快递业务的城市和地点清单。

三、双方邮政应根据所利用的国际航班时刻表，向对方邮政提供开办特需快递业务地点的大约投递时间。

四、双方邮政应将用于特需快递业务的所有识别标志或号码通知对方邮政。

五、原寄邮政不需要在寄发特需快递邮件前向寄达邮政通知。

第 五 条
向寄件人收取的资费

对按这项业务寄发的邮件，双方邮政应各自订定向寄件人收取的资费。

第 六 条
向收件人收取的资费和费用

如邮件需付关税或其它非邮政费用，双方邮政有权对其投递的每件邮件向收件人收取这些费用以及代收这些费用的手续费。

第 七 条
收 寄 条 件

除内件中不得装寄第八条所列禁寄物品外，每一邮件还应具备下列条件，方可作为国际特快专递邮件收寄：

（一）封装符合内件性质和运输条件；

（二）写有收件人和寄件人的姓名和地址；

（三）符合第九条所规定的尺寸和重量限度。

第 八 条

禁 寄 物 品

一、公约关于禁寄物品的规定适用于国际特快专递邮件业务。

二、双方邮政应将有关海关或其它方面的规定以及禁限寄邮递进口物品的规定等必要资料通知对方。

第 九 条

尺寸和重量限度

一、国际特快专递邮件应符合下列条件：

（一）任何一边的尺寸都不超过一·〇五米；长度和长度以外的最大横周合计不得超过二米；

（二）重量不得超过十五公斤。

二、双方邮政可通过换函商定，改变第一款所规定的尺寸和重量限度，但是最大重量在任何情况下不得超过二十公斤。

第 十 条

对误收邮件的处理

一、装有第八条所规定的禁寄物品的邮件，如系误收

而发出的，该禁寄物品应由查出的邮政按其国内法令处理。

二、当邮件的重量或尺寸超过第九条所规定的限度，而按寄达邮政规定不允许投递时，邮件应退回原寄邮政。

三、如误收的邮件既未投交收件人，又未退回原寄局，应将这一邮件的处理情况以及相关禁限寄规定通知原寄邮政。

第十一条

投递和验关的一般规定

一、双方邮政应根据它对这项业务所作的有关规定，尽量利用最快方式投递国际特快专递邮件。

二、双方邮政应尽力加速国际特快专递邮件的验关。

第十二条

无法投递的邮件

一、经过一切必要努力后，证明邮件仍无法投递，可按寄达邮政规定的保存期限为收件人保存一段时间。

二、收件人拒收的邮件应立即退回原寄邮政。

三、无法投递的邮件应按国际特快专递邮件业务退回原寄邮政。

四、对无法投递邮件的退回，双方邮政均不得向对方收费。

第 十 三 条

误发邮件的改寄

一、误发的邮件应由收到该邮件的邮政利用其最直接的邮路改寄到正确的寄达地。

二、对误发邮件的改寄，双方邮政均不得向对方收费。

第 十 四 条

查　　询

一、对于双方邮政寄出的国际特快专递邮件的查询，双方邮政应在尽可能短的时间内予以答复，最迟不得超过一个月。

二、查询只能在交寄邮件的次日起四个月之内受理。

三、本条不包括要求确认邮件妥投的日常询问。

第 十 五 条

业务量不平衡的水陆路费用的归属

一、在本协定的每年年终，收到国际特快专递邮件量比其寄出的量要大的邮政有权向对方邮政收取一项入超费，作为补偿入超的邮件所产生的水陆路处理费和投递费用。

二、双方邮政应各自订定每件邮件的入超费，这项资费应与经营成本费用相一致。

三、遇有下列情况，可对入超费进行修改：

（一）经营成本费用增长时，双方邮政可对其进行必要的提高。

（二）这类入超费的任何修改，必须做到以下两点：

1、至少在三个月前，通知对方邮政；

2、有效期至少为一年。

第十六条
国内航空运费

双方邮政有权按公约有关国内航空运费的规定，对航空运递的国际特快专递邮件收取国内航空运费。

第十七条
航空转运

一、对寄自和寄往另一邮政的国际特快专递邮件，双方邮政应提供发自或发往与其有互寄国际特快专递邮件业务关系国家的航空转运业务，并提供航空转运的大约时刻表。

二、对于根据本条规定转运的邮件，提供航空转运业务的邮政有权按公约规定的航空邮件的费率向对方邮政收取航空运费。

第十八条

不可收取额外运费、资费和费用

双方邮政只可收取本协定规定收取的运费、资费和费用。

第十九条

公约的适用

凡本协定或其实施细则未明文规定的所有事项，公约或其实施细则均可参照适用。

第二十条

业务的暂停

一、如因特殊情况，任何一方邮政均可暂时停办此项业务。

二、业务暂停必须立即通知对方邮政。

第二十一条

实施细则

一、本协定的实施按其实施细则规定办理。

二、实施细则的各项规定，在不违反本协定的情况下，经双方邮政换函互商同意后，可以加以修改。

第二十二条
仲　　裁

双方邮政之间对本协定的解释或适用发生争议，而又不能由双方邮政以满意的方式解决时，应通过仲裁解决。此项仲裁应在一方邮政提出进行仲裁时，按万国邮政联盟规定的仲裁程序进行。仲裁人应从办理类似国际特快专递邮件业务的邮政中推选。

第二十三条
附加规则和规定

双方邮政有权在不违反本协定及其实施细则规定的情况下，对其国内业务操作制定实施规则和规定。

第二十四条
协 定 的 修 改

经双方邮政协商同意后，可对本协定进行修改或补充，并自双方邮政同意之日起生效。

第二十五条
协定的生效日期和有效期

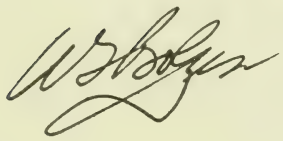
一、本协定自一九八〇年 十 月 九 日起生效。

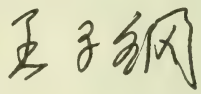
二、本协定有效期为五年。如双方中的任何一方在期满前六个月未以书面提出终止本协定，则本协定的有效期

将自动延长五年，并依此法顺延。

本协定于一九八〇年十月九日在华盛顿（特区）签订，共两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国邮政总局	中华人民共和国邮电部
代　　表	代　　表
（邮政总局长）	（部　　长）





美利坚合众国邮政总局和
中华人民共和国邮电部

国际特快专递邮件业务协定实施细则

目　　录

第一〇一条　双方邮政应提供的资料……1
第一〇二条　寄件人和收件人的姓名地址……2
第一〇三条　装寄商品样品的邮件……2
第一〇四条　封装要求……2
第一〇五条　邮件总包的封发……3
第一〇六条　清单……3
第一〇七条　收发航空邮件总包路单……4
第一〇八条　互换局……4
第一〇九条　国际特快专递邮件的查核……4
第一一〇条　不正常情况的通知……5
第一一一条　误发邮件的改寄……5
第一一二条　邮件退回原寄局……5
第一一三条　帐务和帐目的结算……5
第一一四条　定义……7
第一一五条　档案的保存期限……7
第一一六条　实施细则的生效日期和有效期……7

美利坚合众国邮政总局和
中华人民共和国邮电部

国际特快专递邮件业务协定实施细则

美利坚合众国邮政总局和中华人民共和国邮电部根据双方一九八〇年十月九日签订的国际特快专递邮件业务协定第二十一条的规定，制订本实施细则，条文如下：

第一〇一条
双方邮政应提供的资料

一、双方邮政应向对方提供下列资料：

（一）本邮政负责国际特快专递邮件业务地区的有关海关或其它规定，以及有关进口国际特快专递邮件的禁限寄规定；

（二）有关国际特快专递邮件运输的法令或规定；

（三）根据本协定所规定的运费和资费；

（四）此项业务所需单式、签牌和其它文件。

二、对第一款所列资料如有改变，应立即书面通知对方。

第一〇二条

寄件人和收件人的姓名地址

国际特快专递邮件的寄件人和收件人的姓名和详细地址，应用拉丁字母和阿拉伯数字书写在邮件的封面上，或写在紧系于邮件的签牌上。

第一〇三条

装寄商品样品的邮件

一、装寄须付关税的商品样品或其它物品的邮件，应随附万国邮政联盟C 2 / CP 3报税单或类似单式。报税单应牢固地系在该邮件上。

二、该邮件的内件应在报税单上详细列明。

三、虽然双方邮政对向海关申报的准确性不负责任，但应告知寄件人如何正确填写报税单。

四、一个寄件人向美国同一收件人在一天之内交寄的所有邮件的价值总数不应超过二五〇美元。

第一〇四条

封 装 要 求

一、邮件应按内件的重量、形状、性质以及运输方式和运输所需时间，妥为封装。

二、邮件的封皮或封面上，应留出足够的地位，用以

填注业务标志和粘贴签条。

三、需特殊包装的邮件，应按公约实施细则有关封装的规定办理。

第一〇五条
邮件总包的封发

一、国际特快专递邮件应以封固总包方式运寄，并随附航空总包路单和有关规定所要求的清单。

二、总包应用蓝色和橘黄色相间的国际特快专递邮袋封装。

三、每个邮袋应拴挂带有一个蓝色和橘黄色人字形标志的袋牌，这种标志已被批准作为国际特快专递邮件业务的识别标志。袋牌上应清楚地注明寄达互换局。

第一〇六条
清　　单

一、每一总包应随附一份国际特快专递邮件清单，清单格式由双方邮政商定。

二、定时快递邮件应逐件登列在清单上。如无按定时快递业务合同寄发的邮件，合同号和没有邮件这一情况应在清单上注明。

三、特需快递邮件应在清单上逐件清登或特定类邮件

19-198 O - 86 - 25

的总数在另一栏内总登。

四、清单上应清楚的表明该总包内装寄国际特快专递邮件。

第一〇七条

收发航空邮件总包路单

一、每一总包应随附一份万国邮政联盟AV 7收发航空邮件总包路单。

二、收发航空邮件总包路单上应清楚地表明总包内装有国际特快专递邮件。

第一〇八条

互 换 局

一、国际特快专递邮件总包的互换，应由双方邮政各自指定的互换局办理。

二、双方邮政应指定办理国际特快专递邮件业务的互换局，并将各互换局的所在地通知对方邮政。

三、双方邮政如重新指定或增加互换局，应提前通知对方邮政。

第一〇九条

国际特快专递邮件的查核

一、寄达邮政接收国际特快专递邮件总包时，应对总包是否与收发航空邮件总包路单相符进行查核。

二、寄达互换局应尽早查核总包的内件，以证实内件和清单相符。

第一一〇条

不正常情况的通知

一、对邮袋或邮件的丢失或损坏的任何情况，应以用户电报或电报通知原寄邮政，并以书面方式加以证实。

二、对邮件不正常情况所采取的所有其它措施，均应按寄达邮政的规定办理。

第一一一条

误发邮件的改寄

改寄邮政应以用户电报、电报或电话将误发来的邮件或邮袋到达和改寄的详细情况通知原寄邮政。

第一一二条

邮件退回原寄局

不论何种原因将邮件退回，有关邮政应在邮件和随附的清单上以手写、盖戳或拴签牌等方式表明无法投递的原因。

第一一三条

帐务和帐目的结算

一、帐务和国内航空运输帐目的结算，应根据公约实

施细则有关航空邮件结帐方式的规定办理。

二、由于业务量不平衡而产生水陆路费用的分摊的帐务和帐目的结算，应按下列规定办理：

（一）每年年底结帐一次。每年结算时间应从双方邮政所商定的日期开始。

（二）双方邮政应按季度用双方商定的格式编造一份收到邮件清单，根据国际特快专递邮件总包清单的细节，列出收到邮件的数目。这些单式应在每季度的后两个月内寄交原寄邮政。

（三）原寄邮政对收到邮件清单核对无误后，予以签认退回寄达邮政。如核对时发现有不相符的情况，应对清单作相应修改并签认后退回寄达邮政。如果寄达邮政对修改持异议，则应向原寄邮政函寄相关国际特快专递邮件清单的影印件和不相符情况的通知单，以证实实际的数字。如果寄达邮政在发出收到邮件季度清单之日起两个月内没有收到修正通知单，该清单即被视作妥为接受。

（四）在双方邮政签认对方邮政编造的收到邮件清单后，收款邮政应每年按双方商定的格式编造一份细帐和资费清单，表明收到和寄发的邮件总数、入超数、每件邮件的入超费以及应收款额总数。

（五）帐务应自结算期最后一天起六个月内截止。

第一一四条

定　　义

本协定第二条所定定义适用于本实施细则。

第一一五条

档案的保存期限

一、业务档案应从相关日期的次日起，至少保存十八个月。

二、有关争议或查询的档案应保存到结案为止。如提出查询的邮政及时得到对查询的答复，在接到答复后六个月内没有提出反证时，应被视为结案。

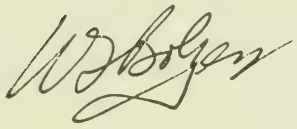
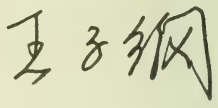
第一一六条

实施细则的生效日期和有效期

一、本实施细则自国际特快专递邮件业务协定生效之日起实施。

二、本实施细则和根据协定第二十一条第二款所作的修改，其有效期与国际特快专递邮件业务协定相同。

本实施细则于一九八〇年十月九日在华盛顿(特区)签订，共两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国邮政总局	中华人民共和国邮电部
代　　表	代　　表
(邮政总局长)	(部　　长)
	

ALGERIA

Criminal Investigations

Agreement effected by exchange of letters
Signed at Washington December 18, 1980;
Entered into force December 18, 1980.

The Algerian Secretary General to the Assistant Attorney General, Criminal Division

Ministère de la Justice

Le Secrétaire Général

République Algérienne
Démocratique et Populaire

DEC 18 1980

Honorable Philip B. Heymann
Assistant Attorney General
Criminal Division
United States Department
of Justice
Washington, D.C. 20530

Dear Mr. Heymann:

I have the honor to refer to the exchange of letters on May 22, 1980[1] between the United States Department of Justice and the Ministry of Justice of the Algerian Democratic and Popular Republic in connection with the International Systems and Controls matter. The Ministry of Justice of the Algerian Democratic and Popular Republic requests that the operation of the terms and conditions represented by the aforesaid exchange of letters between the two agencies be extended to include alleged illicit acts pertaining to the activities of Inforex, Inc., and its subsidiaries and affiliates.

The Government of the Algerian Democratic and Popular Republic undertakes to exchange information relating to Inforex, Inc. under the same terms and conditions contained in the aforementioned exchange of letters.

Please accept the assurances of my highest consideration.

Sincerely,

Mohammed S. Mohammedi
Secretary General

[1] TIAS 9780; *ante*, p. 1411.

The Assistant Attorney General, Criminal Division, to the Algerian Secretary General

U.S. Department of Justice

Criminal Division

Office of the Assistant Attorney General *Washington, D.C. 20530*

Mohammed S. Mohammedi
Secretary General
Ministry of Justice
Algerian Democratic and
Popular Republic

December 18, 1980

Dear Mr. Mohammedi:

I have the honor to refer to your letter of December 18, 1980, which states in pertinent part:

> I have the honor to refer to the exchange of letters on May 22, 1980 between the United States Department of Justice and the Ministry of Justice of the Algerian Democratic and Popular Republic in connection with the International Systems and Controls matter. The Ministry of Justice of the Algerian Democratic and Popular Republic requests that the operation of the terms and conditions represented by the aforesaid exchange of letters between the two agencies be extended to include alleged illicit acts pertaining to the activities of Inforex, Inc., and its subsidiaries and affiliates.
>
> The Government of the Algerian Democratic and Popular Republic undertakes to exchange information relating to Inforex, Inc. under the same terms and conditions contained in the aforementioned exchange of letters.

The United States Department of Justice, agrees, effective today, to extend the terms and conditions, represented by the exchange of letters between the Ministry

of Justice of the Algerian Democratic and Popular Republic and the Department of Justice on May 22, 1980, to include the activities of Inforex, Inc., as requested in your letter.

Please accept the assurances of my highest consideration.

Sincerely,

Philip B. Heymann
Assistant Attorney General
Criminal Division

JAPAN

Trade: Procurement in Telecommunications

Agreement effected by exchange of letters
Signed at Washington December 19, 1980;
Entered into force December 19, 1980;
Effective January 1, 1981.
With joint statement.

The Japanese Representative for External Economic Relations to the United States Trade Representative

December 19, 1980

Dear Ambassador Askew:

Discussions between Japanese and United States officials on "Government Procurement and Related Markets" in the field of telecommunications, as foreseen by the Joint Statement of Ambassador Ushiba and Ambassador Strauss of June 2, 1979,[1] have been concluded.

It is the policy of the Government of Japan to provide non-discriminatory and competitive opportunities in its procurement operations and to guide Government-affiliated agencies such as the Nippon Telegraph and Telephone Public Corporation (NTT) to do likewise. It is our objective to achieve an open, transparent, and competitive telecommunications market. The NTT has decided to introduce procedures to be effective from January 1, 1981 which provide non-discriminatory competitive opportunities to both domestic and foreign manufacturers. Those procedures will be developed in detail within the framework of the "NTT Procurement Procedures", the English version of which is attached to this letter. These procedures will be published in

Ambassador Reubin O'D. Askew

United States Trade Representative

[1] Not printed. [Footnote added by the Department of State.]

the NTT Procurement Guidebook. Tracks II and III of the Procedures will apply to procurement of public telecommunications equipment by the NTT, which is over and above NTT procurement placed by Japan under the Government Procurement Code.

In our view, these Procedures are not inconsistent with the provisions of the Code, in particular, Article V. In addition to implementing the Procedures, the NTT will also fully observe the requirements of the Code. The Government of Japan will, in accordance with the laws and regulations of Japan, give guidance to ensure the implementation of the Procedures and the observance of the requirements by the NTT.

We will be available to meet periodically to review the operation of the above arrangements. The Government of Japan anticipates that the arrangements will be in effect through 1983 and that these Procedures will be reviewed in connection with the three-year review foreseen in the Code. After such review, the Government of Japan anticipates that the arrangements, if appropriate, may continue for a further period of three years.

If a dispute with respect to the operation of these arrangements should arise that cannot be satisfactorily settled, my Government stands ready to enter into expeditious consultations with the Government of the

United States. Should consultations not resolve the dispute, either party may appeal to the proposed non-binding arbitration procedures attached to this letter.

I express the hope that the open and competitive procurement policy discussed and supported by our Governments will encourage other countries to join us in pursuing similar policies and to work toward reciprocal and worldwide liberalization of procurement in the field of telecommunications. Further, we would hope to keep in close contact with the Government of the United States in regard to the interests of other countries in this endeavor.

The contents of this letter with its attachments were approved by the Cabinet in a meeting on December 19, 1980.

Sincerely,

Saburo Okita

Dr. Saburo Okita
Government Representative
for
External Economic Relations

Attachments

Attachment I

NTT PROCUREMENT PROCEDURES

(details developing this framework will be provided in the NTT procurement guidebook)

1. To utilize the best available products and technology for its services, NTT will provide competitive opportunities to both domestic and foreign manufacturers. Purchases will result from service needs as well as sales representations from interested suppliers.

2. All NTT purchases other than those subject to exceptions provided for by the Agreement on Government Procurement (Code) will be made by one of the following three tracks. Track I will be used to purchase all products, which are offered by Japan and placed under the Code. Tracks II and III will be used to purchase public telecommunications equipment. Track II will be used to purchase public telecommunications equipment that is available in the marketplace as is or requires modification to meet NTT's requirements including uniformity and quality control. Track III will be used to purchase public telecommunications equipment that

does not exist in a suitable form in the marketplace but must be developed especially for or with NTT. The procedures for Tracks II and III are as follows, and NTT will, for each proposed procurement, invite applications from the maximum number of domestic and foreign suppliers, consistent with the efficient operation of the procurement system.

Track II (Initial purchases)

(1) RFP/Announcement

3. When NTT determines that there is a need to purchase a particular product under this procedure it will issue a RFP/announcement. This invitation for participation will take the form of a RFP/announcement which will simultaneously be published in the Kampo and sent to firms which are interested in and/or capable of producing the product required. Firms responding to the published announcement shall be treated in a manner no less favorable than those responding to the NTT-issued RFPs.

4. The text of the RFP/announcement will contain the following:

-- Nature and quantity of the product to be supplied;
-- Notice that the purchase will be accomplished through Track II procedures;
-- Delivery date, if any;
-- The address and final date for submitting an application, as well as the language in which it must be submitted;
-- Any information necessary for obtaining procurement documentation and other documents;
-- Any economic and technical requirements, financial guarantees and information required from suppliers;
-- Written notice that firms who qualify under Track II procedures will be considered as qualified suppliers for follow-on procurement;
-- The amount and terms of payment of any sum payable for the procurement documentation;
-- The fact that one winning application will be selected or, in the case that more than one supplier is necessary to assure stable supply, the proposed number of suppliers to be selected.

5. In addition, a summary of the RFP/announcement will simultaneously be published in the Kampo in one of the GATT languages containing the:
-- Subject matter of the procurement;
-- Time limit for submission of applications;

-- Addresses from which necessary documents and further information may be requested.

(2) Documentation

6. Firms responding to the RFP/announcement will be provided with procurement documentation on a timely basis. The procurement documentation will contain all information necessary to permit suppliers to submit responsive applications including:

-- The address of the division within NTT to which applications should be sent;

-- The address where requests for supplementary information should be sent;

-- Closing date for receipt of applications;

-- Any economic and technical requirements, financial guarantees and information required from suppliers;

-- A full description of the products required or of any requirements, such as technical specifications, conformity certification to be fulfilled by the products, necessary plans, drawings and instructional materials;

-- The criteria for the selection and award of the contract(s) to the successful applicant(s), including any factors other than price, such as compatibility, quality control and stable supply, that are to be considered in the evaluation of

applications and the cost elements to be included in evaluating applications prices;

-- The terms of payment;

-- In cases of purchases where more than one supplier is to be selected, the factors to be utilized in the allocation of the total procurement among the selected suppliers including the intended minimum lot for orders to be placed;

-- Any other terms or conditions.

The period for receipt of applications shall in no case be less than 30 days from the date of issuance of the RFP/announcement.

7. NTT will respond promptly to any reasonable request for clarification of the RFP or procurement documentation. Any clarification or amendment of the RFP or documentation shall be provided simultaneously to all interested suppliers in adequate time for such suppliers to consider this information and respond to it.

(3) Selection and award of contracts of successful applicants

8. Selection and award of contracts will be acomplished as follows:

-- Applications, to be considered for selection, must

1) conform to the essential requirements of the RFP/announcement and procurement documentation and

2) be from suppliers which comply with the conditions for participation;

-- Applications shall be evaluated in terms of the selection criteria set forth in the procurement documentation;

-- The applicant(s) determined to be the most advantageous in terms of the selection criteria shall be selected and be awarded the contract(s);

-- If it appears that no application, or applications as the case may be, is obviously the most advantageous in terms of the selection criteria listed in the documentation, NTT will, in subsequent negotiations, give equal consideration to all applicants within the competitive range.

9. Those firms successfully selected through this procedure will be considered as qualified suppliers for follow-on procurement. This fact will be specified in the RFP/announcement.

Track II-A. (Follow-on purchases)

10. Additional units of products initially purchased via Track II will be purchased via Track II-A. The procedures governing the selection and award of

contracts under Track II shall apply mutatis mutandis for Track II-A except as provided for below.

(1) Announcement

11. Announcement of projected and/or estimated additional purchases shall be published on an annual basis with additional announcements as necessary in the Kampo. This notice shall constitute an invitation to participate and shall contain the following information: a) type, category and quantity of the products to be procured (projected purchasing plans), b) delivery date, if any, c) final date, if any, and the address for submitting applications, as well as the language in which they must be submitted, and d) NTT contact point.
Further information on the following points, namely: a) amount of products by categories actually purchased in a previous fiscal year; b) technical information, including general description of products; c) any information necessary for obtaining specifications and other documents; d) the amount and terms of payment of any sum payable for procurement documentation; e) the fact that the winning proposal will be selected from suppliers which have completed the qualification process; f) the fact that one winning proposal will be selected or, in the case that more

than one supplier is necessary to assure stable supply, the number of suppliers to be selected, shall also be published in the above Notice or reference will be made in that Notice that this information is published in the NTT procurement guidebook.

(2) Qualification/Selection

12. NTT shall establish and maintain lists of qualified suppliers (see para. 9). Upon application by a firm at any time, NTT will initiate the qualification/selection process. NTT, in the process of qualifying/selecting suppliers, shall give equal treatment to all applicants whether foreign or domestic. If, after publication of the above-mentioned notice, a supplier not yet qualified requests to participate, NTT shall start the qualification/selection procedure without delay. Suppliers requesting to participate in procurement opportunities shall be permitted to submit proposals and shall be considered, provided, in the case of those not yet qualified, there is sufficient time to complete the qualification procedure for a particular procurement opportunity. If the applicant, though not finally selected as a successful supplier in a previous application, had already undergone part of the

qualification procedure, the applicant will be exempted from all or part of the relevant screening procedure. The number of suppliers permitted to participate shall be limited only by the efficient operation of the procurement system.

Track III (Developing new product)

(1) Invitation/announcement and documentation

13. When NTT determines that there is need to develop/procure a product under this procedure, NTT will issue an invitation for participation. This invitation will simultaneously be published in the Kampo and sent to firms which are interested in and/or capable of producing the product envisaged. Firms responding to the published announcement shall be treated in a manner no less favorable than those responding to the NTT-issued invitations.

14. The text of the invitation/announcement and a summary thereof along with all necessary documentation will be prepared according to the format and procedures *mutatis mutandis* of Track II, except that the documentation shall specify the nature of the R & D involved and the selection factors to be used in this area.

(2) Selection of development/production partners, and award of contracts.

15. Applications, to be considered for selection, must 1) conform to the essential requirements of the invitation/announcement and 2) be from suppliers which comply with the conditions for participation. Proposals shall be evaluated in terms of the selection criteria set forth in the procurement documentation. The applicant(s) determined to be the most advantageous in terms of the selection criteria shall be selected and be awarded the contract(s). If it appears that no application, or applications, as the case may be, is obviously most advantageous in terms of the selection criteria listed in the documentation, NTT will, in subsequent negotiations, give equal consideration to all applicants within the competitive range. Field testing of prototypes may be required as part of the selection process leading to award of contracts.

16. Those firms who have been awarded contracts through this procedure will be considered as qualified suppliers for follow-on purchases. This fact will be specified in the invitation/announcement.

Track III-A (Follow-on purchases)

17. Additional units of products initially purchased via Track III will be purchased via Track III-A. The procedures governing the selection and award of contracts under Track III shall apply mutatis mutandis for Track III-A except as provided for below.

(1) Announcement

18. Announcement of projected and/or estimated additional purchases shall be published on an annual basis with additional announcements as necessary in the Kampo. This notice shall constitute an invitation to participate and shall contain the following information: a) type, category and quantity of the products to be procured (projected purchasing plans), b) delivery date, if any, c) final date, if any, and the address for submitting applications, as well as the language in which they must be submitted, and d) NTT contact point.
Further information on the following points, namely: a) amount of products by categories actually purchased in a previous fiscal year; b) technical information, including general description of products; c) any information necessary for obtaining specifications and other documents; d) the amount and terms of payment of any sum payable for procurement documentation;

e) the fact that the winning proposal will be selected from suppliers which have completed the qualification process; f) the fact that one winning proposal will be selected or, in the case that more than one supplier is necessary to assure stable supply, the number of suppliers to be selected, shall also be published in the above Notice or reference will be made in that Notice that this information is published in the NTT procurement guidebook.

(2) Qualification/selection

19. NTT shall establish and maintain lists of qualified suppliers (see para. 16). Upon application by a firm, NTT will initiate the qualification/selection process at any time. NTT, in the process of qualifying/selecting suppliers, shall give equal treatment to all applicants whether foreign or domestic. If, after publication of the above-mentioned notice, a supplier not yet qualified requests to participate, NTT shall start the qualification/selection procedure without delay. Suppliers requesting to participate in procurement opportunities shall be permitted to submit proposals and shall be considered, provided, in the case of those not yet qualified, there is sufficient time to complete the qualification procedure for a particular procurement opportunity. If the applicant, though not finally selected as a successful

supplier in a previous application, had already undergone part of the qualification procedure, the applicant will be exempted from all or part of the relevant screening procedure. The number of suppliers permitted to participate shall be limited only by the efficient operation of the procurement system.

General

(1) Complaints

20. NTT will maintain a complete record of each procurement process including a complete record of all matters concerning each contract awarded. Unsuccessful applicants shall be informed by written communication or publication that the selection has been completed within seven working days of the completion of the selection/award of a contract. Upon request, NTT will promptly supply unsuccessful applicant(s) with pertinent information concerning the reason why its application was not selected, including the relative advantages of the application which was selected and the name of the winning firm(s).

21. NTT shall provide procedures for prompt hearing and review of complaints arising in connection with any phase of the procurement process.

(2) Information

22. In relation to Track II-A and Track III-A, NTT

shall publish annually in the Kampo:

1) An enumeration of the lists of qualified suppliers maintained (see para. 9 and para. 16), including their headings, in relation to the products or categories of products to be purchased through the lists;

2) The criteria for inscription on these lists and the screening procedures involved, including

-- technical qualifications;

-- information necessary for establishing the financial, commercial, and technical capacity of suppliers;

-- the means by which qualifications will be verified;

-- specific qualification criteria, such as compatibility, quality control, and stable supply;

3) The period of validity of the lists, and the formalities for their renewal.

23. Relevant information concerning purchases of NTT will be released for the convenience of suppliers:

1) Guidebooks--including, inter alia, NTT's purchasing policy, the organization for purchasing, the purchasing procedures;

2) Each fiscal year's management program, plant engineering program;

3) Economic evaluation method;

4) Guidelines concerning construction, operation and maintenance instructions to be attached to supplied products.

24. A new interface will be set up to:

1) Actively assemble product information in the telecommunications market;

2) Provide a centralized interface with suppliers who wish to sell their products to NTT and to deal effectively and promptly with their sales activities, inquiries and requests for consultations.

Attachment II

Procedures of Non-binding Arbitration

Any dispute between Japan and the United States relating to the operation of the present arrangements, which cannot be settled through consultation, will be submitted for an advisory report to a tribunal of three arbitrators, one to be designated by each Party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator will not be a national of either Party. Each Party will designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator will be agreed upon within one month after such period of two months.

If either Party fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either Party may request the good offices of an acceptable independent person to make the necessary appointments by choosing the arbitrator or arbitrators. Both Parties will endeavor to conclude such an arbitration within one year.

Both Parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report.

Furthermore, each Party may take appropriate measures to re-establish reciprocity in the field of government procurement consistent with the outcome of such consultations or arbitration and the international obligations of Japan and the United States.

The United States Trade Representative to the Japanese Representative for External Economic Relations

THE UNITED STATES TRADE REPRESENTATIVE
WASHINGTON
20506

December 19, 1980

Dr. Saburo Okita
Government Representative for
External Economic Relations
2-2-1 Kasumigaseki,
Chiyoda-Ku
Tokyo, Japan

Dear Dr. Okita:

I acknowledge receipt of your letter of today's date attached herewith on the subject of NTT procurement procedures, with the Attachments entitled "NTT Procurement Procedures" and "Procedures of Non-binding Arbitration."

I confirm on behalf of my Government that the views and arrangements presented in your letter are acceptable to the United States. Therefore, we consider Code coverage discussions to be satisfactorily completed.

The Government of the United States, and the Federal Communications Commission in particular, is committed to the openness and transparency of the U.S. telecommunications market, without regard to nationality of the manufacturers. This policy relates to both mainline equipment, including those involving research and development, and the interconnect market, and in our view, would lead to an open market that provides competitive and non-discriminatory market opportunities in the United States.

We are also prepared to meet as appropriate or periodically to review the above, including any difficulties that Japan may experience in the U.S. market. In the spirit of "mutual reciprocity" in "access opportunities to each other's markets," as agreed in the June 2, 1979 Joint Statement, the Government of the United States will consider such actions as are necessary to insure comparable openness and transparency in the U.S. and the Japanese markets for telecommunications. We understand from your letter that your Government will do the same.

We anticipate that these arrangements will be in effect through 1983 and they will be reviewed in connection with the three-year review foreseen in the Code. After such review, they may continue, if appropriate, for a further period of three years. We also share your hope that these arrangements will encourage other countries to join the United States and Japan in working towards reciprocal and worldwide liberalization of procurement in the field of telecommunications. We look forward to a close relationship with the Government of Japan in this area.

If a dispute with respect to the operation of these arrangements should arise that cannot be satisfactorily settled, my Government stands ready to enter into expeditious consultations with the Government of Japan. Should consultations not resolve the dispute, either party may appeal to the non-binding arbitration procedures attached to your letter.

Sincerely,

Reubin O'D. Askew

Reubin O'D. Askew

19-198 O - 86 - 26

Joint Statement

December 19, 1980

The Government of Japan and the Government of the United States, pursuant to paragraph 1.-(B)-(1) of the Joint Statement on June 2, 1979, held a series of discussions on the interconnect market. As a result of these discussions, the following conclusion was reached.

1. The Japanese side stated the following with respect to the customer-provided equipment (interconnect) market of Japan:

(1) NTT will make type approval available for all classes of customer-provided equipment such as PBXs and key telephone systems as from January 1, 1981.

(2) NTT will continue to publish all relevant documents and other information or requirements for having a product accepted for type approval in documents on Type Approval Application Procedures, Technical Requirements, and Technical References. The above documents or information will also be made available upon request. Technical requirements will, wherever appropriate, be specified in terms of performance criteria rather than design criteria.

(3) NTT will accept test data in any area from domestic and foreign firms and laboratories as fulfilling requirements for type approval in a

non-discriminatory manner, provided that such test data are acquired through designated test procedures or, where no procedure is designated, through reasonable test procedures. The NTT will be available to exchange views on different test procedures, on request, to seek a mutually acceptable understanding concerning test procedures and data. Final decision on the acceptance of type approval will be made by the NTT.

(4) Upon submission of test data, NTT will grant or deny type approval expeditiously (normally within two months for all equipment except for more complicated types of equipment such as PBXs and key telephone systems where more time may be involved). Complaints arising from denial of type approval will be reviewed by the designated division of the NTT.

(5) After completion of installation, NTT will, in general, complete inspection of installation within approximately two weeks of the date inspection is requested.

(6) NTT will hold, as appropriate, a series of seminars in order to acquaint firms wishing to sell customer-provided equipment to the Japanese market with the technical requirements concerned.

(7) NTT will publish the following documents and others as appropriate in English to facilitate sales by foreign manufacturers to the customer-provided equipment in Japan;

Technical Requirements

Technical Requirements for Terminal Equipment Connected to Leased Circuits*

Technical Requirements for Specified Circuit Utilization Contracts*

Technical Requirements for Telephone Ancillary Equipment and Key Connected Equipment*

Technical Requirements for Private Branch Exchange (PBX) Systems*

Technical Requirements for Public Communication Circuit (Telephone) Utilization Contracts*

Technical Requirements for Public Communication Circuit (Telegraphy) Utilization Contracts*

Technical Requirements for Telex Ancillary Equipment*

Technical Requirements for Acoustic Couplers*

Guidebook

Procedures for Use of Customer-provided Equipment*

Technical References

Technical Reference for Leased Circuits and Specified Circuits Utilization

Technical Reference for Data-communication Utilizing the General Switched Telephone Network

Technical Reference for Data-communication Utilizing the Telex Network

* already published

2. The U.S. side reiterated its policy that non-discriminatory treatment should continue to be provided to both foreign and domestic suppliers in its interconnect market, in particular, with respect to the above measures that NTT will take. It also stated that it is the policy of the Government of the United States to keep its interconnect market open, and that it will use its best efforts to facilitate reciprocally sales to the interconnect market in the United States.

3. Both Governments will be prepared to consult promptly in respect of the above at the request of either Government.

M. M. S. O.

HUNGARIAN PEOPLE'S REPUBLIC

Aviation: Air Transport Services

Agreement extending the agreement of May 30, 1972, as amended and extended.
Effected by exchange of notes
Dated at Budapest December 31, 1980;
Entered into force December 31, 1980;
Effective January 1, 1981.

The American Embassy to the Hungarian Ministry of Foreign Affairs

No. 13

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Hungarian People's Republic and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic signed at Washington May 30, 1972, as amended and extended.[1]

The United States maintains its concern that air transport services between the two countries have not developed further under the present Air Transport Agreement. The United States Government may wish to engage in consultations with the Government of Hungary on revision or replacement of the agreement. However, in order to preserve air transport relations on an interim basis the United States Government proposes that the agreement be extended through December 31, 1981.

If these understandings are acceptable to the Government of the Hungarian People's Republic, the Embassy of the United States of America proposes that this note and the reply of the Ministry constitute an agreement to extend the Air Transport Agreement. Such agreement shall enter into force on the date of your reply and shall be effective from January 1, 1981 through December 31, 1981.

---

[1] TIAS 7577, 8096, 9789; 24 UST 716; 26 UST 1083.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Hungarian People's Republic the assurances of its highest consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
BUDAPEST, *December 31, 1980.*

The Hungarian Ministry for Foreign Affairs to the American Embassy

A MAGYAR NÉPKÖZTÁRSASAG
KULUGYMINISZTERIUMA [1]

Note No. 3598-6

The Ministry for Foreign Affairs of the Hungarian People's Republic presents its compliments to the Embassy of the United States of America and referring to the Embassy's Note No.13 of December 31, 198o has the honor to communicate the following.

The Government of the Hungarian People's Republic agrees that the Air Transport Agreement between the Government of the Hungarian People's Republic and the Government of the United States of America signed at Washington on May 3o, 1972, as amended and extended, be further extended through December 31, 1981, according to the proposal contained in the Embassy's above-mentioned Note. The Government of the Hungarian People's Republic agrees that this note and the referred Note of the Embassy constitute an agreement to extend the Air Transport Agreement. This agreement shall be effective from January 1, 1981 through December 31, 1981.

The Ministry of Foreign Affairs of the Hungarian People's Republic avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Budapest, December 31, 198o

To the
Embassy of the
United States of America
B u d a p e s t

[1] In translation reads: "The Hungarian People's Republic Ministry for Foreign Affairs"

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended.
Effected by exchange of letters
Signed at Mexico January 2, 1981;
Entered into force January 2, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D.F.

January 2, 1981

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
México 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $3,800,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended eight times thereafter.[1] It is further understood the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase, "Twenty Million, Seven Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $20,796, 235) in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase, "Twenty Four Million, Five Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $24,596,235).

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

Julian Nava
Ambassador

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933; 29 UST 2483; 30 UST 1285; 31 UST 4760, 5913; *ante*, pp. 992, 4167.

The Mexican Attorney General to the American Ambassador

FORMA C.G. 1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., enero 2 de 1981.

EXCELENTISIMO SEÑOR
JULIAN NAVA,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
PRESENTE.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduria General de la República, y aumentar por U.S. $3,800,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, a su vez enmendada en ocho ocasiones posteriormente. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Veinte Millones, Setecientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $20,796,235), en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Veinticuatro Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $24,596,235).

TDN

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

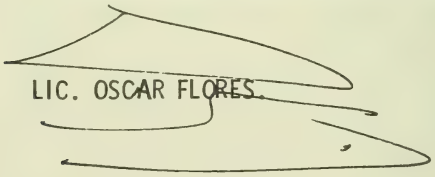
Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TGN

TRANSLATION

United Mexican States
Office of the Attorney General

Mexico, D.F., January 2, 1981

His Excellency
Julian Nava
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 4526.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores

WORLD INTELLECTUAL PROPERTY ORGANIZATION

Industrial Property Protection

Agreement signed at Geneva September 26, 1980;
Entered into force September 26, 1980.

AGREEMENT

Between The United States Patent And Trademark Office And The World Intellectual Property Organization.

Article I

This Agreement is for the purpose of carrying on a program between the United States Patent and Trademark Office (PTO), and the World Intellectual Property Organization (WIPO), to cooperate in the promotion of industrial property protection and, specifically, to render legal-technical assistance to countries for establishing an effective system for the protection of industrial property to improve their domestic commerce and foreign trade, to attract foreign investment and to facilitate the transfer of technology, in order to accelerate those countries' economic, social and cultural development. This Agreement is made in accordance with section 6 of title 35, United States Code.

Article II

The World Intellectual Property Organization will arrange a program for rendering such legal-technical assistance in the form of:

1. Organizing and funding training programs in the field of industrial property protection.

2. Conducting seminars on all aspects of industrial property laws and practice, such as, courses on obtaining and licensing of patents, on comparative national industrial property laws and on international industrial property agreements.

3. Providing relevant information to enable such countries to make appropriate choices regarding the extent, scope and type of a system for the protection of industrial property.

4. Encouraging such countries to adopt a system of industrial property protection which provides meaningful protection for nationals and non-nationals alike.

5. Coordinating and promoting the implementation of the system adopted, by inter alia,

   (a) facilitating access by officials of such countries to training opportunities in member states of WIPO, relevant to the administration on all levels of the system;

   (b) providing experts to assist the implementation thereof; and

   (c) using its good offices to obtain collections of patent documents and other relevant materials to be made available to such countries.

6. Cooperating with the PTO to coordinate training programs and other services.

Article III

The United States Patent and Trademark Office will provide services, within financial and statutory constraints, by offering training opportunities for officials from such countries, in the form of:

1. Orientation sessions to familiarize trainees with various operating sections of the PTO.

2. Courses in patent examination, classification and documentation procedures.

3. Specialized instructions in patent administration, prosecution and litigation.

Article IV

The United States Patent and Trademark Office will make available to WIPO the amount of $160,000, to be expended consistent with the purposes of this Agreement and in a manner to be mutually agreed upon. WIPO will render an accounting of disbursements on a quarterly basis.

Article V

This Agreement enters into force for one year, upon signature of both parties. The Agreement may be extended by mutual consent of both parties.

Signed in Geneva, Switzerland, this 26th day of September, 1980.

Sidney A. Diamond
Commissioner of Patents
and Trademarks

Arpad Bogsch
Director General
World Intellectual Property
Organization

PEOPLE'S REPUBLIC OF CHINA

Visas: Crew Members of Aircraft and Vessels

Agreement effected by exchange of notes
Dated at Beijing January 7, 1981;
Entered into force January 7, 1981.

四、这种签证应由双方的外交或领事机关颁发。

本谅解自中华人民共和国外交部和美利坚合众国驻华大使馆互换照会之日起生效。

顺致最崇高的敬意。

The Chinese Ministry of Foreign Affairs to the American Embassy

中华人民共和国外交部

(81)部领三字第6号

美利坚合众国驻华大使馆：

中华人民共和国外交部向美利坚合众国驻华大使馆致意，并谨确认，双方经过协商就中、美机组人员和海员的签证问题，达成谅解如下：

一、双方同意，在对等的基础上免费发给对方指定的航空公司按协议执行定期航班和包机飞行的机组人员两年有效多次入出境签证。

二、双方同意，在对等的基础上免费发给对方公民的海员两年有效多次入出境签证。中方在美国海员持用的美国海员证或护照上颁发签证；美方在中国海员持用的中华人民共和国海员证或护照上颁发签证。

三、这种签证仅供机组人员或海员执行其有关职务时使用。因其他任何目的去中华人民共和国或美利坚合众国，或在其境内旅行应向对方签证机关申请适当的签证或许可。

The American Embassy to the Chinese Ministry of Foreign Affairs

No. 5

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the People's Republic of China and has the honor to refer to the Ministry's note of January 7, 1981 which reads as follows:

"The Ministry of Foreign Affairs of the People's Republic of China presents its compliments to the Embassy of the United States of America in China and, with reference to the visa requirements for crew members of aircraft and vessels of the People's Republic of China and the United States of America, has the honor to confirm that the two sides, after consultation, have reached the following understanding:

"1. The two sides agree, on a reciprocal basis, to issue gratis multiple entry-and-exit visas, valid for two years, to crew members operating scheduled or charter flights, as agreed upon, of the designated airline(s) of the other side.

"2. The two sides agree, on a reciprocal basis, to issue gratis multiple entry-and-exit visas, valid for two years, to vessel crew members who are nationals of the other side. The Chinese side will issue visas on the seaman books or passports of the United States held by American crew members. The American side will issue

visas on the seaman books or passports of the People's Republic of China held by Chinese crew members.

"3. Such visas may only be used for travel by aircraft or vessel crew members in connection with their duties. Travel to or within the People's Republic of China or the United States of America for any other purpose may only be done after application to the visa authorities of the other side for the appropriate visa or permit.

"4. Such visas shall be issuable at the diplomatic or consular posts of the two sides.

"The present understanding will be effective as from the date of the exchange of notes between the Ministry of Foreign Affairs of the People's Republic of China and the Embassy of the United States of America in China.

"The Ministry of Foreign Affairs of the People's Republic of China avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration."

On behalf of the Government of the United States of America, the Embassy confirms the above contents.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Beijing, January 7, 1981.

NORWAY

Defense: Prestockage and Reinforcement

Memorandum of understanding signed at Washington January 16, 1981;
Entered into force January 16, 1981.

MEMORANDUM OF UNDERSTANDING

GOVERNING

PRESTOCKAGE AND REINFORCEMENT OF NORWAY

The Government of the United States and the Government of Norway, intending to strengthen the security of the NATO area through enhanced Alliance capability for reinforcing Norway, have agreed:

1.

That the United States may provide, consistent with SACEUR requirements and implementing arrangements, a U.S. Marine Amphibious Brigade (MAB) for Alliance reinforcement of Norway within the NATO chain of command.

2.

The composition of the Marine Amphibious Brigade shall include infantry and combat service support as well as aviation, artillery, infantry, and anti-tank weapons. The Marine aviation combat element shall perform air defense and close air support missions. It shall consist of two air defense squadrons, two close support squadrons, and appropriate support aircraft, as mutually agreed. It shall consist, furthermore, of approximately 75 heavy transport and light support helicopters.

3.

In order to facilitate the rapid transfer of the MAB in a conventional Alliance reinforcement of Norway, the following heavy equipment and supplies for the use of that MAB will be prepositioned in Central Norway: 24 155 mm howitzers and their prime movers, bridging equipment, motor transport (approximately 250 trucks with about 100 trailers), ammunition, fuel, and food.

4.

With respect to air defense of air bases, in addition to currently planned Norwegian defenses for airfields, the United States shall seek to make available upon favorable terms to the Government of Norway two batteries of I-Hawk subject to the requirements of U.S. laws and regulations. It is understood that Norway will be responsible for operations and maintenance costs, to include the cost of missiles, as well as any costs of refurbishing.

5.

The Government of Norway shall make available adequate means to tactically load and transport personnel and equipment of the Marine Amphibious Brigade from Central Norway to other threatened areas in Norway.

6.

The Government of Norway shall, through NATO infrastructure procedures, provide adequate prepositioning facilities and airbase reception facilities and operating airbases, and

shall assume responsibilities for security and general maintenance of prepositioned equipment and supplies in consonance with the provisions as outlined in Article 10 of the memorandum from the Norwegian Ministry of Defense to major NATO commanders (MNC) of 11 December 1959.[1] Financial arrangements for the cost of operations and maintenance will be mutually agreed.

7.

In the event that the Marine Amphibious Brigade should be transferred to other threatened areas in Norway, it will draw on Norwegian stocks of available "common user" items such as munitions, food, and fuel, to allow time for the establishment of U.S. logistical support.

8.

The Government of Norway shall make available host nation support for the MAB including some 150 over-snow vehicles, two motor transport companies (90 trucks each), one ambulance company (35 ambulances), one refueler section (six trucks), and necessary engineering and airbase support equipment as mutually agreed.

9.

The Government of the United States agrees to accept Norwegian rules with respect to ownership, control, and access to infrastructure installations as outlined in Article 10 of the memorandum from the Norwegian Ministry of Defense to MNCs of 11 December 1959.

10.

Norwegian policies with respect to the stationing of

[1] Not printed.

foreign troops on Norwegian territory and the stockpiling or deployment of nuclear weapons on Norwegian territory will not be altered by this agreement.

11.

This arrangement is subject to amendment by agreement of the parties.

12.

This Memorandum shall enter into force upon signature. It shall continue in force until terminated by one year's notice by either party.

Washington, D.C., January 16, 1981

For the Government of the United States of America

R W Komer [1]

For the Government of the Kingdom of Norway

Knut Hedemann [2]

[1] R. W. Komer.
[2] Knut Hedemann.

ZIMBABWE

Scientific and Technical Cooperation

Agreement signed at Salisbury September 25, 1980;
Entered into force September 25, 1980.

AGREEMENT FOR SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ZIMBABWE

ARTICLE I

The Government of the United States of America and the Government of Zimbabwe, hereinafter referred to as the Parties, have decided to enter into a program of cooperation in the fields of science and technology. This program is aimed at strengthening the bonds between the two countries, particularly through contacts and joint activities between their respective science and technology communities. The Parties are convinced that such a program can make a significant contribution to the economic development plans of Zimbabwe.

ARTICLE II

1. The activities under the present Agreement are intended to foster the establishment of contacts between the agencies, departments and institutions of the two Parties in the fields of science and technology most relevant to Zimbabwe's development needs, and may include, but are not limited to, the exchange of visits by scientific and technological personnel, the exchange of information, the procurement of publications, purchase of scientific equipment, and short-term training. Such activities may include, as appropriate, participation by universities and private organizations in the two countries.

2. The choice of specific cooperative activities in designated areas of science and technology will be made by mutual agreement between the Parties through procedures to be established by the respective Executive Agents. Further details concerning cooperation under this Agreement will be determined, as appropriate, by the Parties or their participating entities.

ARTICLE III

To fund activities under this Agreement, the United States agrees to grant under the terms of this Agreement an amount not to exceed seven hundred fifty thousand United States dollars ($750,000). Disbursement of these funds for specific cooperative activities will be made on the basis of mutual agreement of the Parties.

ARTICLE IV

The Parties hereby designate Executive Agents that will be responsible for coordinating activities under this Agreement. For the United States side the Executive Agent will be the Department of State. For the Zimbabwean side the Executive Agent will be the Ministry of Economic Planning and Development.

ARTICLE V

This Agreement shall enter into force upon signature and shall terminate upon the exhaustion of the funds referred to in Article III, unless the Parties jointly agree otherwise.

Done this 25th day of September, 1980, at Salisbury.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF ZIMBABWE
Frank Press	Bernard Chidzero
Frank Press	Bernard Chidzero
Goler Butcher	Witness Mangwende
Goler Butcher	Witness Mangwende

NEW ZEALAND

Fisheries: Shellfish Sanitation

Memorandum of understanding signed at Washington and Wellington October 14 and 30, 1980;
Entered into force October 30, 1980.

FDA 225-81-2000

MEMORANDUM OF UNDERSTANDING

Between The

FOOD AND DRUG ADMINISTRATION,
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
UNITED STATES OF AMERICA

And The

MINISTRY OF AGRICULTURE AND FISHERIES,
GOVERNMENT OF NEW ZEALAND

I. PURPOSE

The purpose of this MOU is to officially recognize the New Zealand Ministry of Agriculture and Fisheries (MAF) as the certifying authority for New Zealand shellfish shippers of fresh and fresh frozen shellfish imports destined for the U.S. market. This document also defines terms and describes the responsiblities of the MAF and FDA in the operation and management of the terms of this MOU in accordance with operational guidelines of the National Shellfish Sanitation Program (NSSP).

The New Zealand Ministry of Agriculture and Fisheries (MAF) and the Food and Drug Administration (FDA) of the Department of Health and Human Services of the United States of America affirm by this document their intention to cooperate in assuring that fresh and fresh frozen molluscan bivalves exported to the United States are safe, wholesome, and have been harvested, transported, processed and labeled in accordance with the provisions of the National Shellfish Sanitation Program (NSSP) and requirements of the Federal Food, Drug, and Cosmetic Act.[1]

[1] 52 Stat. 1040; 21 U.S.C. § 301.

II. BACKGROUND

Early in the last decade, the New Zealand Department of Marine initiated a shellfish culture program to augment natural production of two commercial species of shellfish, Perna canaliculus (greenlipped mussel) and Crassostrea glomerata (rock oyster).

Responsibilities for fishery development in New Zealand were transferred from the Department of Marine to the MAF in 1973. The MAF, in conjunction with the Department of Health and other agencies, has continued to develop a shellfish control program which could meet or exceed the recommendations of the NSSP. The New Zealand shellfish industry's interest in U.S. shellfish markets resulted in an MAF request for a shellfish evaluation mission in July 1979.

In response to this request, an evaluation of the New Zealand shellfish control program was conducted by a two-person FDA mission in November, 1979. The mission concluded that the New Zealand shellfish control program conforms, in general, to the guidelines of the NSSP and the Federal Food, Drug, and Cosmetic Act. In its final report to the MAF, the mission recommended that the FDA accept the New Zealand program through an MOU with the MAF.

III. SUBSTANCE OF AGREEMENT

A. Terms

For purposes of this Memorandum, both parties agree to the following definitions:

1. Lot. A collection of primary containers or units of the same size, type, and style, produced under conditions as nearly uniform as possible, designated by a common container code or marking, and in any event, no more than a day's production.

2. Central File. The single location where shellfish control program information, data, and reports are stored and maintained.

3. Bait Shellfish. Shucked shellfish labeled and intended for bait use only; not for human consumption.

4. Shellfish. All edible species of molluscan bivalves except scallop species from the family Pectinidae. Only molluscan bivalves that are offered for entry into the United States as fresh or fresh frozen products are intended for coverage under this Memorandum of Understanding.

5. Marine Biotoxins. Natural toxins produced by marine dinoflagellates such as Gonyaulax catenella, Gonyaulax tamarensis, and Gymnodinium breve and concentrated by shellfish during the feeding process.

B. Information Exchange

Both parties agree to provide information concerning proposed changes in the following:

1. Methods and procedures for sampling.

2. Methods of analysis.

3. Methods of confirmation.

4. Administrative guidelines, tolerances, specification standards, and nomenclature.

5. Reference standards.

6. Inspectional procedures.

7. Proposed modification of existing Federal or local regulations.

8. Proposed new Federal regulations.

9. Proposed new legislation.

10. Proposed modifications to the National Shellfish Sanitation Program.

C. MAF Responsibilities

1. The MAF agrees to classify its shellfish harvesting waters in accordance with the procedures and standards set forth in the NSSP Manual of Operations. The MAF will assure that only fresh and fresh frozen shellfish harvested from areas which meet NSSP approved water quality and marine biotoxin standards and processed according to NSSP guidelines will be exported to the United States.

2. The MAF agrees to inspect harvesting, transporting, and processing operations of fresh and fresh frozen shellfish at sufficient frequency to assure compliance with NSSP sanitary control practices.

3. The MAF agrees to issue certifications only to those fresh and fresh frozen shellfish shipping firms that comply with NSSP recommended practices and to notify FDA of the name, location, and certification number of those firms on Form FD-3038b "Shellfish Certification." To cancel a firm's certification, the MAF will send to FDA a completed Form FD-3038c "Certification Cancellation."

4. The MAF agrees to require all containers of all lots of fresh and fresh frozen shellfish exported to the United States to be identified by lot number and certification number, together with all other information required by the Federal Food, Drug, and Cosmetic Act and Fair Packaging and Labeling Act.[1]

5. The MAF agrees to facilitate joint FDA-MAF inspections of New Zealand's certified fresh and fresh frozen shellfish processing firms, approved growing waters and related harvesting and handling practices. Such inspections will be made on an annual basis or at a frequency deemed appropriate to determine that the MAF shellfish sanitation control program is equivalent to NSSP recommended practices and that only safe and wholesome fresh and fresh frozen shellfish are exported to the United States.

6. The MAF agrees to make travel arrangements for, and pay transportation expenses of, the FDA inspection team while the team is conducting inspections within New Zealand.

7. The MAF agrees to participate to the maximum extent possible in FDA's laboratory quality assurance programs. These may include:

a. Participation in the analysis of split samples of:

(i) Seawater or shellfish meats for indicator bacteria or pathogens.

(ii) Shellfish meats for heavy metals or other chemical or radionuclide contaminants as may be necessary.

[1] 80 Stat. 1296; 15 U.S.C. § 1451.

19-198 O - 86 - 27

b. The evaluation of new methods and procedures including reagents, media, or other materials and instruments, and equipment performance.

8. The MAF agrees to the establishment of a central office within New Zealand to collate and maintain a central file of laboratory results, including routine monitoring data and data from quality assurance programs. Standard formats for collecting and reporting data will be used.

9. MAF agrees to assure that if lots of shellfish are imported into the United States for use as bait, each container will be labeled, "Not for human use", and the contents will be decharacterized by use of a permanent colored dye.

10. MAF agrees that the delegation of responsibilities for shellfish control in New Zealand is as given below:

a. Promulgation and enforcement of regulations governing the growing, harvesting, processing, and shipment of fresh or fresh-frozen shellfish produced by New Zealand for export to the United States is the sole responsibility of the MAF.

b. The principal government agency in the New Zealand shellfish program is the Ministry of Agriculture and Fisheries, with two divisions of this Ministry being directly involved: the Fisheries Management Division and the Meat Division. The responsibilities of the two divisions are set out in a Cooperative Agreement. Meat Division has the overall responsibility for coordination and administration of the New Zealand program.

c. The Public Health Division of the New Zealand Department of Health has direct involvement in the program. Its functions are the classification and continual monitoring of shellfish growing waters as stated in the Memorandum of Understanding between the Ministry of Agriculture and Fisheries and the Department of Health.

d. Laboratory analysis is carried out by Public Health Laboratories of the Department of Health and the Chemistry Division of the Department of Scientific and Industrial Research (DSIR).

e. Research related to the shellfish industry is conducted by Fisheries, the DSIR Fish Processing Unit and Massey University Fish Research Unit.

f. Liaison is maintained with the Fishing Industry Board and the Regional Water Boards.

D. FDA Responsibilities

1. FDA agrees to publish the names, locations and certification numbers of certified firms submitted by the MAF. These firms will appear in the monthly INTERSTATE CERTIFIED SHELLFISH SHIPPERS LIST.

2. Upon request FDA will provide limited training to technical personnel in laboratory procedures, classification of shellfish growing areas, plant inspection and administrative procedures subject to availability of funds for such purposes.

3. Whenever New Zealand shellfish are detained by FDA due to noncompliance with NSSP agreed upon practices or applicable laws or regulations, FDA will inform MAF of the reason or reasons for the detention. This information will include:

a. Commodity lot and certification number.

b. Name and address of the shipper.

c. Reason for the detention.

d. Sampling procedure.

e. Methods of analysis and confirmation.

f. Administrative guidelines.

4. FDA agrees to make travel arrangements for, and pay round trip transportation expenses of, its inspection team between the United States and New Zealand. FDA will also pay all per diem of the inspection team.

E. National Shellfish Sanitation Program

Upon signing this agreement, the MAF becomes an active participating member of the NSSP. As a full member of the NSSP, the MAF may participate in national workshops, cooperative research programs, seminars, training courses, and other activities designed for the timely exchange of technical information, and provide assistance in the joint resolution of problems confronting the NSSP. The MAF may also:

1. Participate in a joint evaluation of the United States program as it pertains to shellfish exports to New Zealand.

2. Make recommendations for changes and improvements in NSSP guidelines, methods, and standards.

3. Be advised by FDA in the event a State or local food control official questions the certification, safety, or wholesomeness of New Zealand's imported shellfish. FDA will, if so informed, seek to determine the reason for the problem and inform the MAF of any action taken relative to State and local laws or regulations governing such shellfish imports.

REFERENCES

1. U.S. Department of Health and Human Services, Public Health Service (PHS), National Shellfish Sanitation Program, Manual of Operations: Part I Sanitation of Shellfish Growing Areas, 1965 Revision; Part II Sanitation of the Harvesting and Processing of Shellfish, 1965 Revision; Part III Public Health Service Appraisal of State Shellfish Sanitation Programs, 1965 Revision, PHS Publication No. 33.

2. Official Methods of Analysis, 12th ed., Association of Official Analytical Chemists (AOAC), Box 540, Benjamin Franklin Station, Washington, DC 20044, 1975.

3. Food and Drug Administration, "INTERSTATE CERTIFIED SHELLFISH SHIPPERS LIST," published monthly and distributed to food control officials and other interested persons by FDA, Bureau of Foods, Fishery Technology Branch (HFF-217), 200 C St. SW., Washington, DC 20204.

4. Federal Food, Drug, and Cosmetic Act, United States Code, Title 21.

5. Fair Packaging and Labeling Act, Pub. L. 89-755, approved November 3, 1966.

6. American Public Health Association," Recommended Procedures for the Examination of Seawater and Shellfish," 4th ed., 1970, APHA, Inc., 1015 18th St. NW., Washington, DC 20036.

7. Food and Drug Administration, "Current Good Manufacturing Practice in Manufacturing, Processing, Packing, or Holding Human Food" regulations, 21 CFR Part 110.

8. Food and Drug Administration, Definitions and Standards for Food, "Fish and Shellfish" regulations 21 CFR Part 161.

9. Cooperative Agreement between the Meat Division and Fisheries Managment Division of the Ministry of Agriculture and Fisheries relative to the sanitary control of the shellfish industry.

10. Memorandum of Understanding between Ministry of Agriculture and Fisheries and Department of Health relative to the certification of export shellfish to the United States of America.

IV. NAME AND ADDRESS OF PARTICIPATING AGENCY

Ministry of Agriculture and Fisheries

P.O. Box 2298

Wellington, New Zealand

V. LIAISON OFFICERS

The liaison officer for each party will be responsible for facilitating exchanges of information and expeditiously informing other interested parties within their respective countries on shellfish control problems requiring prompt attention. Each party agrees to provide notification of any changes in liaison officer appointments. Such notification shall constitute an amendment to, and not require a revision of, this agreement.

A. Liaison Officer for MAF:
Mr. Peter Withers, Second Secretary,
New Zealand Embassy,
37 Observatory Circle, NW.,
Washington, DC 20008.

B. Liaison Officer for FDA:
Mr. Daniel A. Hunt, Assistant Chief,
Fishery Technology Branch, Bureau of Foods,
Food and Drug Administration,
200 C St. SW.,
Washington, DC 20204.

IV. PERIOD OF AGREEMENT

This agreement when accepted by both parties, will have an effective period of performance from date of signature until terminated by either party. This agreement may be modified by mutual consent of both parties or may be terminated by either party upon a thirty day advance written notice to the other.

APPROVED AND ACCEPTED
FOR THE MINISTRY OF
AGRICULTURE AND FISHERIES:

By: [1]

Title: Director-General of Agriculture & Fisheries

Country: New Zealand

Date: October 30 1980

APPROVED AND ACCEPTED
FOR THE FOOD AND DRUG
ADMINISTRATION:

By: [2]

Title: Associate Commissioner for Regulatory Affairs

Country: USA

Date: OCT 14 1980

[1] M. L. Cameron.
[2] Joseph P. Hile.

KENYA

Agricultural Commodities

Agreement signed at Nairobi December 31, 1980 and January 7, 1981;
Entered into force December 31, 1980.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF KENYA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Kenya.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Republic of Kenya (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will

consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to

the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(l) of the Act.

PART II - PARTICULAR PROVISIONS

ITEM I

COMMODITY TABLE

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY (Metric Tons)	MAXIMUM EXPORT MARKET VALUE (Millions)
Corn/Sorghum	1981	69,200	Dols. 11.0

ITEM II

PAYMENT TERMS:
Convertible Local Currency Credit (40 Years)

A. Initial Payment - 5 percent
B. Currency Use Payment - Ten percent for Section 104(A) purposes.
C. Number of installment payments - thirty-one (31)
D. Amount of each installment payment - approximately equal annual installments.
E. Due date of first installment payment - Ten years from date of last delivery of commodities in each calendar year.
F. Initial interest rate - Two percent
G. Continuing interest rate - Three percent

ITEM III

USUAL MARKETING TABLE

COMMODITY	IMPORT PERIOD (U.S. Fiscal Year)	USUAL MARKETING REQUIREMENTS (Metric Tons)
Feedgrains	1981	43,800

ITEM IV

EXPORT LIMITATIONS

A. The export limitation period shall be U.S. fiscal year 1981 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A) (4) of the agreement, the commodities which may not be exported are for feedgrains -- corn/sorghum, cornmeal, barley, oats, and rye including mixed feed containing such grains.

ITEM V

SELF-HELP MEASURES

A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The GOK agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Broaden the mandate of Kenya's existing food crops forecasting group or establish a new body appropriately empowered to:

   (a) Improve data collection and analysis related to food crops production and marketing;

   (b) To consider production problems, producer constraints and policy issues, on which to base its recommendation to the cabinet.

2. Support programs of applied agricultural research which will contribute to increased food-crop production. As part of this effort, the GOK will:

   (a) Upgrade research programs concentrating on appropriate crop selection and production techniques to benefit the small family farms of the arid and semi-arid lands; and

   (b) Implement programs of wheat and triticale production research and development, particularly at the Njoro Wheat Research Station.

3. Upgrade extension service in Kenya to benefit the small holders through increased dissemination of information and technology appropriate to their needs. In addition, training sources devoted to modern methodologies will be provided to extension agents.

4. Continue to improve the availability of credit to smallholders will provide access to required production inputs.

5. Support the maintenance fund of the Ministry of Transport and Communications for use in rural, farm-to-market road projects.

6. Support the soil conservation programs of the Ministry of Agriculture in the arid and semi-arid lands.

7. Provide additional funding to the Rural Development Fund of the Ministry of Economic Planning to support rural, self-help development activities initiated by the District Development Committees.

ITEM VI

ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following development sectors: agriculture and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Nairobi, in duplicate, this 31st day of December 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Allison B. Herrick
USAID Director

December 31, 1980
Date

FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

Harris Mule
Permanent Secretary
Ministry of Finance

December 31, 1980
Date

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

William C. Harrop
United States Ambassador

January 7, 1981
Date

FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

Mwai Kibaki
Vice President and Minister of Finance

January 7, 1981
Date

BELGIUM

Atomic Energy: Radioactive Waste Management

Agreement signed at Mol and Washington January 7 and 19, 1981;
Entered into force January 19, 1981.

Agreement between the
UNITED STATES DEPARTMENT OF ENERGY
and the Belgian
CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE
STUDIECENTRUM VOOR KERNENERGIE
in the field of
RADIOACTIVE WASTE MANAGEMENT

The United States Department of Energy (DoE) and the Belgian Centre d'Etude de l'Energie Nucléaire/Studiecentrum voor Kernenergie (CEN/SCK), hereinafter called the Parties;

sharing non-proliferation objectives and consequently having a mutual interest in the development of radioactive waste management techniques in such a manner as not to contribute to the proliferation of nuclear weapons;

recognizing the advantages of sharing information derived from their respective experiences and capabilities;

noting the respective statutory authority of DoE and CEN/SCK to disseminate information related to nuclear energy; and

desiring to engage in specific cooperative arrangements to exchange a broad range of information concerning radioactive waste management; that includes the alternatives of disposal of separated waste products and the disposal of spent fuel;

have agreed as follows :

ARTICLE 1

1. The objective of cooperation under this Agreement is to establish, for the mutual benefit of the Parties, a reasonably balanced exchange of technology in the field of radioactive waste management.

2. The parties agree to use their best efforts to balance and maximize the exchange of information under this Agreement, subject to the provisions of Article 13.

3. The Parties agree to use their good offices to facilitate activities under this Agreement, particularly those involving exchange, visits or assignment of personnel, recognizing that there are established requirements and procedures governing such visits and assignments to facilities of the respective Parties, including contractor facilities, and recognizing that such requirements and procedures are not affected by this Agreement.

4. The Parties agree to establish jointly any detailed procedures required to carry out this Agreement. All situations not specifically covered in this Agreement shall be settled by mutual agreement of the Parties and shall be governed by the basic principle of equivalent benefit to both Parties.

5. In the course of implementing this Agreement, the parties may exchange safeguards technology as applicable to the areas of cooperation, listed in Article 2.

ARTICLE 2

The areas of cooperation in radioactive waste management technology covered by this Agreement may include :

1. Terminal Storage in Geological Formations
   a. Characterization of Geologic Formations
   b. Development and Testing of Facilities
   c. Safety Assessment and Public Acceptance Matters

2. Technology of Retrievable Storage
   a. Design Verification of Canister Storage
   b. Retrievability Design in Geologic Repositories
   c. Storage of Plutonium Contaminated Waste

3. Waste Processing Technology
   a. High Level Waste Solidification
   b. Fuel Hardware and Hulls
   c. Intermediate and Low Level Liquid Waste
   d. Contaminated Solid Waste
      (1) Combustibles
      (2) Non-combustibles

e. Airborne Waste
   (1) Particulates and Iodine
   (2) Noble Gases
   (3) Tritium, Including its Separation from Water
   (4) Carbon-14

4. Environmental Effects
   a. Assessment Methodology
   b. Burial Ground Waste Migration Models

Other areas of cooperation may be added by mutual agreement.

ARTICLE 3

Cooperation in accordance with this Agreement may include but is not limited to the following forms :

1. Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in scientific centers, laboratories, engineering offices and other facilities of each of the Parties or its contractors for agreed periods. Each such exchange of staff shall be the subject of a separate attachment agreement between the Parties.

2. Exchange of samples, materials, instruments and components for testing.

3. Exchange of scientific and technical information, and results and methods of research and development.

4. The organization of seminars and other meetings on specific agreed topics concerning the fields of technology listed in Article 2. Such seminars shall normally be held alternately in the United States and in Belgium.

5. Short visits by specialist teams or individuals to the research and development facilities of the other Party.

6. The use by one Party of the facilities owned or operated by the other Party. Such use of facilities shall be the subject of Subsidiary Agreements between the Parties, and may be subject to commercial terms and conditions.

7. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a Subsidiary Agreement between the Parties.

Other forms of cooperation may be agreed to by the Parties and approved by the Joint Committee (Article 4).

ARTICLE 4

1. To supervise the execution of this Agreement, a Joint DoE-CEN/SCK Committee in the Field of Radioactive Waste Management shall be established. This Committee shall meet each year alternately in the United States and Belgium, or at other agreed times and places. The Head of the Delegation of the Receiving Party shall act as Chairman during meetings of the Committee.

2. At its meetings, the Joint Committee shall evaluate the status of cooperation under this Agreement. This evaluation shall include a comprehensive review of each Party's radioactive waste management program status and plans, an assessment of the balance of exchanges in the various areas of cooperation listed in Article 2, and a consideration of measures required to correct any imbalances. In addition, the Joint Committee shall consider and act on any major new proposals for cooperation.

3. For periods between meetings of the Joint Committee, each Party shall designate one person to act on its behalf in all matters concerning cooperation under this Agreement.

4. Day to day management of the cooperation in each of the areas listed in Article 2 shall be carried out by Correspondents appointed by the persons designated under paragraph 3 of this Article.

ARTICLE 5

Where it is decided a cooperative program or project under this Agreement should be subject to a formalized Subsidiary Agreement executed by both Parties, the Subsidiary Agreement should be attached as an annex to this Agreement and should address all detailed provisions for implementation, including such matters as patents, exchange of equipment, and information disclosure specific to the particular program or project.

ARTICLE 6

1. General
   The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information exchanged hereunder, and to the Provisions of Article 8.

2. Use of Proprietary Information
   A. Definitions as used in this Agreement :
      (i) The term "information" means scientific or technical data, results or methods of research and development, and any other information such as cost evaluations intended to be provided or exchanged under this Agreement;

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which :

a) has been held in confidence by its owner;
b) is of a type which is customarily held in confidence by its owner;
c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and
d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures

(i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend :

> "This document contains proprietary information furnished in confidence under an Agreement dated ..... between the United States Department of Energy and the Belgian Centre d'Etude de l'Energie Nucléaire/Studiecentrum voor Kernenergie (CEN/SCK) and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the Governments of the US and Belgium without the prior approval of .....
>
> This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to :

a) persons within or employed by the receiving Party, and concerned Government departments and Government agencies in the country of the receiving Party;
b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;
c) organizations licensed by the receiving Party for use only within the terms of such licenses;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in subparagraph 2.B(i) above.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining

approval for such wider dissemination, and each Party will grant such approval to the extent permitted by its national policies, regulations and laws.

C. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff, use of facilities and joint projects shall be treated by the Parties according to the principles specified in this Article; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

E. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party other than pursuant to this Agreement.

ARTICLE 7

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the Transmitting Party, but the Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

ARTICLE 8

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement :
   a) If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists;
      (1) The Recipient Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

(2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Recipient Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

b. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party of a royalty-free, non-exclusive, irrevocable license with the right to grant sublicenses in and to any such invention or discovery and any patent application, patent or other protection relating thereto, in all countries.

c. With regard to other specific forms of cooperation, including loans or exchanges of materials, instruments and equipment or special joint research projects, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a non-exclusive, irrevocable, royalty-free license to the other Party, and the rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.

2. Neither Party shall discriminate against citizens of the country of the other Party with respect to granting any license or sublicense under any invention or discovery pursuant to paragraph 1 above.

3. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

ARTICLE 9

1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each such attachment of staff shall be the subject of a separate attachment agreement between the Parties.

3. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.

4. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.

5. The host establishment shall arrange for comparable accomodations for the other Party's staff and their families on a mutually agreeable reciprocal basis.

6. Each Party shall provide all necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities (travel arrangements, etc.).

7. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment of staff agreements.

ARTICLE 10

1. By mutual agreement the sending Party may provide equipment to be utilized in joint projects and experiments. In such cases the sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the relevant specifications and technical and informational documentation.

2. The equipment and necessary spare parts supplied by the sending Party for use in joint projects and experiments shall remain its property and shall be returned to the sending Party upon completion of the joint project or experiment, unless otherwise agreed.

3. The above-mentioned equipment shall be brought into operation at the host establishment only by mutual agreement between the Parties or between their senior representatives at the host establishment.

4. The host establishment shall provide the necessary premises for the equipment and will provide for electrical power, water, gas, etc., in accordance with technical requirements which shall be as mutually agreed upon.

5. The responsibility and expenses for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in Belgium convenient to the ultimate destination, and return, and also responsibility for their safekeeping and insurance en route shall rest with DoE.

6. The responsibility and expenses for the transport of equipment and materials from Belgium by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination, and return, and also responsibility for their safekeeping and insurance en route shall rest with CEN/SCK.

7. The equipment provided by the sending Party for carrying out joint projects will be considered to be scientific, not having a commercial character, for the purposes of designation and import/export declarations.

8. The receiving Party shall be responsible for safekeeping and insurance en route from the authorized port of entry to the ultimate destination and return.

ARTICLE 11

Both Parties agree that the following provisions shall apply concerning compensation for damages incurred during the implementation of joint projects. It is understood that such compensation will be in accordance with the laws of the country on whose territory damages will have been incurred, except as otherwise provided.

1. First and Second Party Damages
   a. Each Party shall alone be responsible for payment of compensation for damages suffered by its staff regardless of where the damages have been incurred, and will not bring suit or lodge any other claims against the other Party for damages to its property, except as noted in paragraphs 1.b. and 1.c.
   b. If the damage suffered by the staff of one of the Parties is due to the gross negligence or intentional misconduct of the staff of the other Party, the latter shall reimburse the former an agreed to sum of monies which the former would be obliged to pay to the person or persons suffering the damages.
   c. If damages to the property of one Party are due to the gross negligence or intentional misconduct of the staff of the other Party, the latter shall compensate the former for the damages suffered.

2. Third Party Damages
   a. Defective Equipment
      Damages caused to the staff or property of a Third Party by defective equipment of a Party will be compensated for by the Party to which the equipment belongs, except as noted in paragraph 2.c.
   b. By Staff
      Damages caused to the staff or property of a Third Party by the staff of a Party will be compensated for by the Party in whose territory the damages occurred, except as noted in paragraph 2.c.
   c. Gross Negligence or Intentional Misconduct
      If damages referred to in paragraphs 2.a. and 2.b. were due to the gross negligence or intentional misconduct of the staff of a Party, that Party will bear the financial responsibility in regard to the Third Party.
   d. Damage by Third Party
      In the event of damage of any kind caused by a Third Party to the staff or property of one or both of the Parties, each of these, upon the request of the other Party will render it aid in the corroboration of claims on the Third Party.
   e. Resolution of Questions
      The Party on whose territory the damage was incurred will, in consultation with the other Party, take upon itself the resolution, with the Third Party, of all questions connected with the determination of the causes, extent and necessity for compensation for damages incurred. Any such resolution shall have the concurrence of the other Party. After determining the extent of the damages, both Parties will decide, between themselves, the questions relating to compensation for damages incurred.

3. In the event of any dispute between the two Parties, a Committee shall be appointed by the Parties, with equal representation. The conclusions of the Committee will be presented to DoE and CEN/SCK who will review the conclusions and arrive at a mutual agreement concerning final disposition.

4. The foregoing provisions of this Article shall have no applicability to damages caused by a nuclear incident, as defined by the laws of the Parties. Compensation for damage caused by such a nuclear incident shall be in accordance with the laws of the Parties.

5. Definitions
   a. "Staff" of a Party means the employees of the Party, its contractors and subcontractors performing services under this Agreement, and employees of these contractors and subcontractors performing services under this Agreement.
   b. "Equipment" or "Property" of a Party means the equipment or property owned by that Party, or by the contractor and subcontractors of that Party who perform services in connection with joint projects under this Agreement.

ARTICLE 12

1. The provisions of this Agreement shall not affect the rights or duties of the Parties under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with applicable laws of each country; nor does it preclude the Parties from engaging in activities with other governments or persons, except that "proprietary information" shall have limited dissemination as set forth in Article 6 of this Agreement.

2. DoE shall act as the point of coordination for contracts and arrangements involving US commercial firms when such firms or enterprises act on behalf of the US Government under terms of this Agreement. CEN/SCK shall act as the point of coordination for contracts and arrangements involving Belgian commercial firms when such firms or enterprises act on behalf of or under contract to the Belgian Government under the terms of this Agreement. It is understood that all such contracts and arrangements shall conform with applicable laws and regulations under which each Party operates.

ARTICLE 13

Cooperation under this Agreement shall be in accordance with the laws of the respective countries and the regulations of the respective Parties. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 14

Except when otherwise specifically agreed, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of appropriated funds.

ARTICLE 15

The Parties agree to engage in discussions, at an appropriate time, with the common purpose of seeking a multinational approach to the treatment and/or terminal storage of radioactive waste and, if found to be an acceptable further step, to undertake jointly funded projects.

ARTICLE 16

1. This Agreement shall enter into force upon the later date of signature by a Party, shall continue for a four-year period, and may be extended or amended by mutual consent. The implementation of, and progress under, this Agreement may be subject to annual review by the Parties.

2. This Agreement may be terminated at any time at the discretion of either Party, upon six month's advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.

3. In the event that, during the period of this Agreement, the nature of either Party's radioactive waste management program should change substantially, whether this be by expansion, reduction, transformation or amalgamation of major elements with the radioactive waste management programs of a third Party, either Party to this Agreement shall have the right to request revisions in the scope and/or terms of this Agreement.

4. All joint efforts and experiments not completed at the termination of this Agreement shall be continued until their completion under terms of this Agreement.

Done in duplicate,

For the UNITED STATES DEPARTEMENT OF ENERGY

[1]

Name

Date JAN 19, 1981

For the Belgian CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE/ STUDIECENTRUM VOOR KERNENERGIE

Name S. AMELINCKX
Director General

Date 7/1/1981

[1] George W. Cunningham.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Employment

Arrangement effected by exchange of notes
Dated at Washington January 14 and 15, 1981;
Entered into force January 15, 1981.

The British Embassy to the Department of State

ADM 405/1/1

Note Number 11

Her Britannic Majesty's Embassy presents its compliments to the Department of State of the United States of America and has the honour to propose that dependents of employees of the Government of the United Kingdom holding an official appointment in the United States of America be authorised to accept employment in the United States without restriction.

In the case of dependents who seek employment in the United States, an official request must be made by the British Embassy in Washington to the Office of Protocol in the Department of State. Upon notification that the person is a dependent of an official employee who has been notified to that Office, the British Embassy will be informed by the Office of Protocol that the dependent has permission to accept employment.

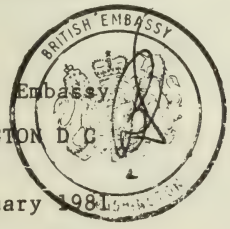
Dependents of members of the United States diplomatic and consular missions in the United Kingdom, other than those who are locally-engaged, will continue to be free to take up any offer of employment in the United Kingdom. The wives and unmarried children under eighteen of other

employees of the Government of the United States of America, assigned to official duty in the United Kingdom, will continue to be accorded permission to take up employment in the United Kingdom.

Concerning the question of waiver of immunity from the civil and administrative jurisdiction of the receiving State with respect to all matters rising out of such employment, Her Britannic Majesty's Embassy notes that in accordance with the provisions of Articles 31(1) (c) and 37(1) and (2) of the Vienna Convention on Diplomatic Relations, such immunity does not exist.

Her Britannic Majesty's Embassy further proposes that, if the above is acceptable to the Government of the United States of America, this Note and the Department's reply in that sense will constitute an arrangement between the two Governments which will come into effect on the date of the Department's reply and will remain in effect until terminated by either Government on ninety days' written notice to the other.

Her Britannic Majesty's Embassy avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.



British Embassy
WASHINGTON D.C.

14 January 1981

The Department of State to the British Embassy

The Department of State refers to the British Embassy's note number 11 proposing arrangements relating to the employment of dependents of employees of either government appointed to the other country, which reads as follows:

"Her Britannic Majesty's Embassy presents its compliments to the Department of State of the United States of America and has the honour to propose that dependents of employees of the Government of the United Kingdom holding an official appointment in the United States of America be authorized to accept employment in the United States without restriction.

"In the case of dependents who seek employment in the United States, an official request must be made by the British Embassy in Washington to the Office of Protocol in the Department of State. Upon notification that the person is a dependent of an official employee who has been notified to that Office, the British Embassy will be informed by the Office of Protocol that the dependent has permission to accept employment.

"Dependents of members of the United States diplomatic and consular missions in the United Kingdom, other than those who are locally-engaged, will continue to be free to take up any offer of employment in the United Kingdom. The wives and unmarried children under eighteen of other employees of the Government of the United States of America, assigned to official duty in the United Kingdom, will continue to be accorded permission to take up employment in the United Kingdom.

"Concerning the question of waiver of immunity from the civil and administrative jurisdiction of the receiving State with respect to all matters rising out of such employment, Her Britannic Majesty's Embassy notes that in accordance with the provisions of Articles 31(1)(c) and 37(1) and (2) of the Vienna Convention on Diplomatic Relations, such immunity does not exist.

"Her Britannic Majesty's Embassy further proposes that, if the above is acceptable to the Government of the United States of America, this Note and the Department's reply in that sense will constitute an arrangement between the two Governments which will come into effect on the date of the Department's reply and will remain in effect until terminated by either Government on ninety days' written notice to the other.

"Her Britannic Majesty's Embassy avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration."

The Department of State is pleased to inform the British Embassy that the Government of the United States concurs in the proposal set out in the Embassy's note and this reply will constitute an arrangement between the two governments which will come into

effect on the date of this note and will remain in effect until terminated by either government on ninety days' written notice to the other.

DEPARTMENT OF STATE,
Washington January 15, 1981

INDEX

Page

Additional cooperative arrangements to curb illegal traffic, narcotic drugs agreement with Mexico 4157, 4525
Aeronautical mobile (R) service, Partial Revision of Radio Regulations, 1959, and Final Protocol, Multilateral 3821
Agriculture:
  Agricultural commodities—
    Kenya 4555
    Sierra Leone 4194
  Inter-American Institute for Cooperation on Agriculture, multilateral 3779
Air transport services:
  Aviation agreement with—
    Czechoslovakia 4167
    Hungary 4522
  Fiji 3747
Algeria, criminal investigations . 4491
Alien amateur radio operators, telecommunications agreement with Yugoslavia 4173
Amendments to the Schedule to the International Whaling Convention of 1946, multilateral . 4241
Atomic energy, radioactive waste management, Belgium 4569
Aviation:
  Air transport services—
    Fiji 3747
    Czechoslovakia 4167
    Hungary 4522
  Transport services, New Zealand 4421
  Civil. *See* Civil aviation.

Belgium, atomic energy, radioactive waste management 4569
Botswana, space cooperation, vehicle communications facility . 4215
Boundary waters, sanitation problems—New River, minute with Mexico 3764
Brazil:
  Shipping, equal access to government-controlled cargoes 4003
  Trade, hides and leather products 4042
Canada:
  Navigation—
    Long Range Aid to Loran C Stations near St. Marys River, Michigan–Ontario . . 4229
    Icebreaking operations in the Great Lakes and St. Lawrence Seaway System 4334
  Remote sensing, satellites and aircraft 4162
Cargoes, government-controlled, equal access to, shipping agreement with Brazil 4003
China, People's Rep. of:
  Grain trade 4121
  Finance, investment guaranties 4010
  Postal, express mail service . . . 4441
  Visas, crew members of aircraft and vessels 4533
Civil aviation:
  Air transport services—
    Aviation agreement with—
      Czechoslovakia 4167
      Hungary 4522
    Fiji 3767
  Remote sensing, satellites and aircraft, Canada 4162
  Transport services, aviation agreement with New Zealand 4421
  Visas, crew members of aircraft and vessels, China, People's Rep. of 4533
Claims, U.S. Ship "Liberty", agreement with Israel 4414
Coal liquefaction (SRC–II):
  Germany, Fed. Rep. of 4049
  Japan 3987
Commission of the Cartagena Agreement:
  Economic cooperation 4399
  Science and technology cooperation 4327
Commodities, agricultural. *See under* Agriculture.
Communications facility, vehicle, space cooperation agreement with Botswana 4215
Consolidation and rescheduling of certain debts, finance agreement with Sudan 4373
Contingency landing sites, shuttle, space cooperation agreement with Japan 3735
Cooperation:
  Commission of the Cartagena Agreement—
    Economic 4399

Page

Science and technology . . . 4327
Inter-American Institute for Cooperation on Agriculture, multilateral 3779
Scientific and technical, Zimbabwe 4543
Space—
Botswana, vehicle communications facility 4215
Japan—
Launch assistance 4197
Shuttle contingency landing sites 3735
Crew members of aircraft and vessels, visas agreement with China, People's Rep. of 4533
Crimnal investigations, Algeria . . 4491
Curbing illegal traffic, additional cooperative arrangements, narcotic drugs agreement with Mexico 4157, 4525
Czechoslovakia, aviation, air transport services 4167

Debts, certain, consolidation and rescheduling, finance agreement with Sudan 4373
Deep Sea Drilling Project, oceanography memorandum of understanding with Japan 4027
Defense:
EURO-NATO Joint Jet Pilot Training, multilateral 4259
International Military Education and Training (IMET), Suriname 3741
Prestockage and reinforcement, Norway 4538
Privileges and immunities for military personnel—
Disaster assistance, Haiti . . . 4046
Egypt 4139
Development and research, energy memorandum of understanding with Finland 4143
Disaster assistance, privileges and immunities for military personnel, Haiti 4046
Drugs, narcotic. *See* Narcotic drugs.

Economic:
Assistance, stability grant, Israel 4204
Cooperation, Commission of the Cartagena Agreement 4399
Ecuador, tracking station 4211

Page

Egypt, privileges and immunities for military personnel 4139
Employment, United Kingdom . . 4581
Energy:
Atomic. *See* Atomic energy.
Coal liquefaction (SRC-II)—
Germany, Fed. Rep. of 4049
Japan 3987
Research and development, Finland 4143
Equal access to government-controlled cargoes, shipping agreement with Brazil 4003
EURO-NATO Joint Jet Pilot Training, defense, multilateral 4259
Evidence, taking, judicial assistance agreements with Germany, Fed. Rep. of 4181
Exhibitions, international, multilateral 4283
Express mail service, postal agreement with—
China, People's Rep. of 4441
Korea, Rep. of 4343

Fiji, air transport services 3747
Finance:
Consolidation and rescheduling of certain debts, Sudan 4373
Investment guaranties, China, People's Rep. of 4010
Finland, energy, research and development 4143
Fisheries:
Off the United States coasts, agreement with Portugal . . . 4081
Shellfish sanitation, New Zealand 4545

Germany, Fed. Rep. of:
Energy, coal liquefaction (SRC-II) 4049
Judicial assistance, taking of evidence 4181
Grain trade, China, People's Rep. of 4121
Government-controlled cargoes, equal access, shipping agreement with Brazil 4003
Great Britain. *See* United Kingdom.
Great Lakes and St. Lawrence Seaway System, icebreaking operations, navigation agreement with Canada 4334
Guaranties, investment, finance agreement with China, People's Rep. of 4010

Page

Haiti, disaster assistance, privileges and immunities for military personnel 4046
Headquarters, agreement with the United Nations 4414
Hides and leather products, trade record of discussion with Brazil 4042
Hungary, aviation, air transport services 4522

Icebreaking operations in the Great Lakes and St. Lawrence Seaway 4334
Illegal traffic, additional cooperative arrangements curbing, narcotic drugs agreement with Mexico 4157, 4525
Immunities and privileges for military personnel:
  Disaster assistance agreement with Haiti 4046
  Egypt 4139
Income taxes, reimbursement, International Hydrographic Bureau 3999
India, trade in textiles and textile products 3729
Industrial property protection, World Intellectual Property Organization 4530
Inter-American Institute for Cooperation on Agriculture, multilateral 3779
International:
  Exhibition, multilateral 4283
  Hydrographic Bureau, reimbursement of income taxes . . 3999
  Military Education and Training (IMET), Suriname 3741
  Whaling Convention of 1946, amendments to Schedule, whaling, multilateral 4241
Investigations, criminal, Algeria 4491
Investment guaranties, finance agreement with China, People's Rep. of 4010
Israel:
  Claims, U.S. Ship "Liberty" . . 4434
  Economic assistance, stability grant 4204

Japan:
  Energy, coal liquefaction (SRC-II) 3987
  Oceanography, Deep Sea Drilling Project 4027
  Space cooperation—
    Launch assistance 4197
    Shuttle contingency landing sites 3735
  Trade, procurement in telecommunications 4495
Jet Pilot Training, Joint EURO-NATO, defense, multilateral . 4259
Judicial assistance:
  Criminal investigations, Algeria 4491
  Taking of evidence, Germany, Fed. Rep. of 4181

Kenya, agricultural commodities . 4555
Korea, Rep. of, postal, express mail service 4343

Landing sites, shuttle contingency, space cooperation agreement with Japan 3735
Launch assistance, space cooperation agreement with Japan . 4197
Leather products and hides, trade record of discussion with Brazil 4042
Long Range Aid to Loran C Stations near St. Marys River, Michigan-Ontario, navigation agreement with Canada . . . 4229

Mail service, express, postal agreement with:
  China, People's Rep. of 4441
  Korea, Rep. of 4343
Malaysia, trade in textiles and textile products 3732
Management, radioactive waste, atomic energy agreement with Belgium 4569
Mexico:
  Boundary waters, sanitation problems—New River 3764
  Narcotic drugs, additional cooperative arrangements to curb illegal traffic 4157, 4525
Michigan–Ontario, Long Range Aid to Loran C Stations near St. Marys River, navigation agreement with Canada 4229
Military:
  Education and Training, International (IMET), Suriname . . . 3541
  Personnel, privileges and immunities—
    Disaster assistance agreement with Haiti 4046
    Egypt 4139
Multilateral treaties, agreements, etc.:
  Defense, EURO–NATO Joint Jet Pilot Training 4259

19-198 O - 86 - 29

Page

Inter-American Institute for Cooperation on Agriculture . . 3779
International exhibitions 4283
Partial Revision of Radio Regulations, 1959, and Final Protocol, aeronautical mobile (R) service 3821
Whaling, amendments to the Schedule to the International Whaling Convention of 1946 4241

Narcotic drugs, additional cooperative arrangement to curb illegal traffic, Mexico 4157, 4525
Navigation, Canada:
Icebreaking operations in the Great Lakes and St. Lawrence Seaway System 4334
Long Range Aid to Loran C Stations near St. Marys River, Michigan–Ontario 4229
New River, sanitation problems, boundary waters minute with Mexico 3764
New Zealand:
Aviation, transport services . . 4421
Fisheries, shellfish sanitation . 4545
NATO–EURO Joint Jet Pilot Training, defense, multilateral 4259
Norway, defense, prestockage and reinforcement 4538

Oceanography, Deep Sea Drilling Project, Japan 4027
Ontario–Michigan, Long Range Aid to Loran C Stations near St. Marys River, navigation agreement with Canada 4229
Operators, alien amateur radio, telecommunications agreement with Yugoslavia 4173

Partial Revision of Radio Regulations, 1959, and Final Protocol, aeronautical mobile (R) service, multilateral 3821
Peace Corps:
St. Lucia 4408
Turks and Caicos Islands 4235
People's Rep. of China. *See* China, People's Rep. of.
Personnel, military, privileges and immunities:
Disaster assistance agreement with Haiti 4046
Egypt 4139
Pilot, Jet, Joint EURO–NATO Training, defense, multilateral 4259
Portugal, fisheries off the United States coasts 4081
Postal:
Express mail service—
China, People's Rep. of 4441
Korea, Rep. of 4343
Prestockage and reinforcement, defense memorandum of understanding with Norway 4538
Privileges and immunities for military personnel:
Disaster assistance agreement with Haiti 4046
Egypt 4139
Procurement in telecommunications, trade agreement with Japan 4495
Protection, industrial property, World Intellectual Property Organization 4530

Radioactive waste management, atomic energy agreement with Belgium 4569
Radio operators, alien amateur, telecommunications agreement with Yugoslavia 4173
Reimbursement of income taxes, International Hydrographic Bureau 3449
Reinforcement and prestockage, defense memorandum of understanding with Norway 4538
Remote sensing, satellite and aircraft, Canada 4162
Rescheduling and consolidation of certain debts, finance agreement with Sudan 4373
Research and development, energy memorandum of understanding with Finland 4143

St. Lawrence Seaway System and Great Lakes, icebreaking operations, navigation agreement with Canada 4334
St. Marys River, Long Range Aid to Loran C Stations, Michigan–Ontario, navigation agreement with Canada 4229
Sanitation problems—New River, boundary waters minute with Mexico 3764
Satellites:
Remote sensing, satellites and aircraft, Canada 4162
Tracking station, Ecuador . . . 4211
Schedule to the International

Page

Whaling Convention of 1946, amendments, whaling, multilateral 4241
Science and technology cooperation, Commission of the Cartagena Agreement 4327
Scientific and technical cooperation, Zimbabwe 4543
Shellfish sanitation, fisheries memorandum of understanding with New Zealand 4545
Shipping, equal access to government-controlled cargoes, Brazil 4003
Ships:
Claims, U.S. Ship "Liberty", Israel 4434
Visas, crew members of aircraft and vessels, China, People's Rep. of 4533
Shuttle contingency landing sites, space cooperation agreement with Japan 3735
Sierra Leone, agricultural commodities 4194
Singapore, trade in textiles and textile products 4438
Space cooperation:
Botswana, vehicle communications facility 4215
Japan—
Launch assistance 4197
Shuttle contingency landing sites 3735
Stability grant, economic assistance agreement with Israel . 4211
Sudan, finance, consolidation and rescheduling of certain debts 4373
Suriname, International Military Education and Training (IMET) 3741

Taxes, income, reimbursement, International Hydrographic Bureau 3999
Technical and scientific cooperation, Zimbabwe 4543
Technology and science cooperation, Commission of the Cartagena Agreement 4327
Telecommunications:
Alien amateur radio operators, Yugoslavia 4173
Partial Revision of Radio Regulations, 1959, and Final Protocol, aeronautical mobile (R) service, multilateral 3821
Procurement, trade agreement with Japan 4495

Page

Space cooperation, vehicle communications facility, Botswana 4215
Textiles and textile products, trade in. *See under* Trade.
Thailand, trade in textiles and textile products 4177
Tracking:
Space cooperation, vehicle communications facility, Botswana 4215
Station, Ecuador 4211
Trade:
Grain, China People's Rep. of . 4121
Hides and leather products, Brazil 4042
Procurement in telecommunications, Japan 4495
Textiles and textile products—
India 3729
Malaysia 3732
Singapore 4438
Thailand 4177
Transport services, aviation agreement with New Zealand . . . 4421
Turks and Caicos Islands, Peace Corps 4235

United Nations, headquarters . . 4414
United Kingdom, employment . . 4581
United States:
Coasts, fisheries, agreement with Portugal 4081
Ship "Liberty", claims agreement with Israel 4434

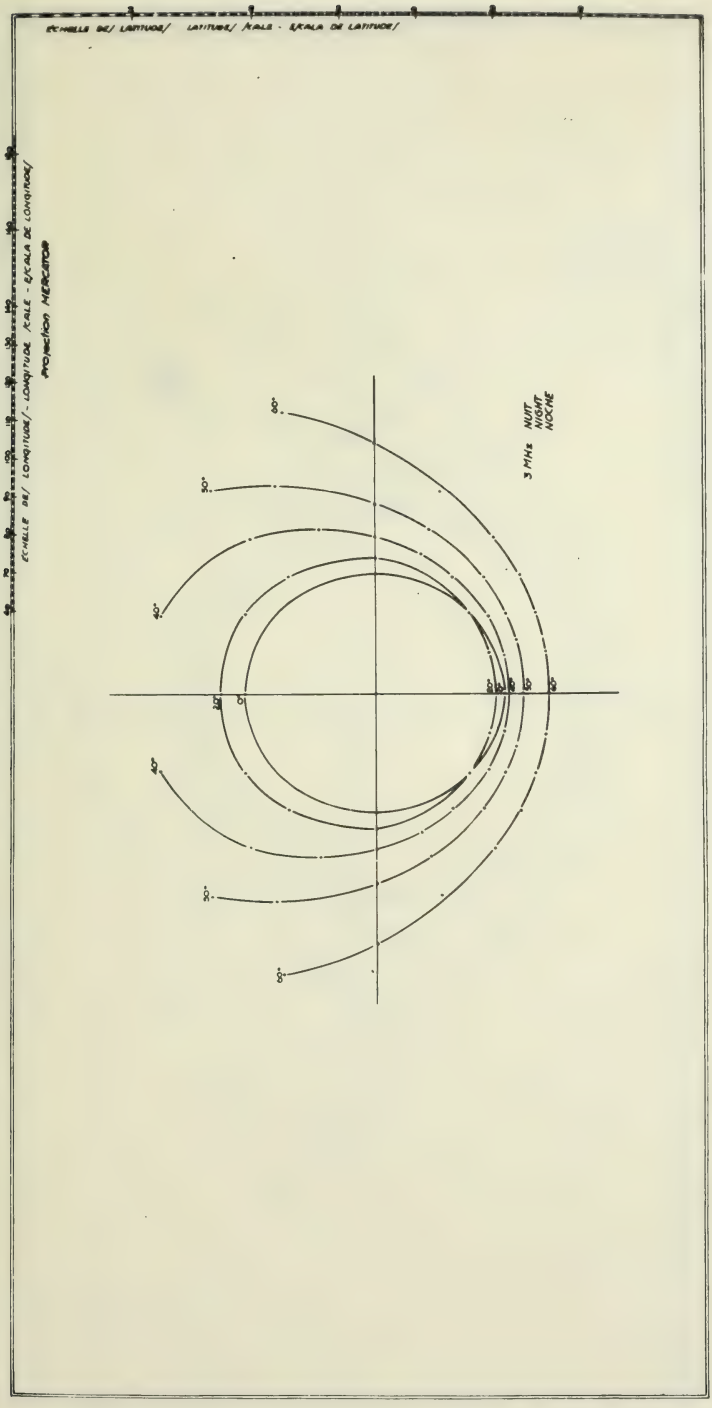
Vehicle communications facility, space cooperation agreement with Botswana 4215
Visas, crew members of aircraft and vessels, China, People's Rep. of 4533

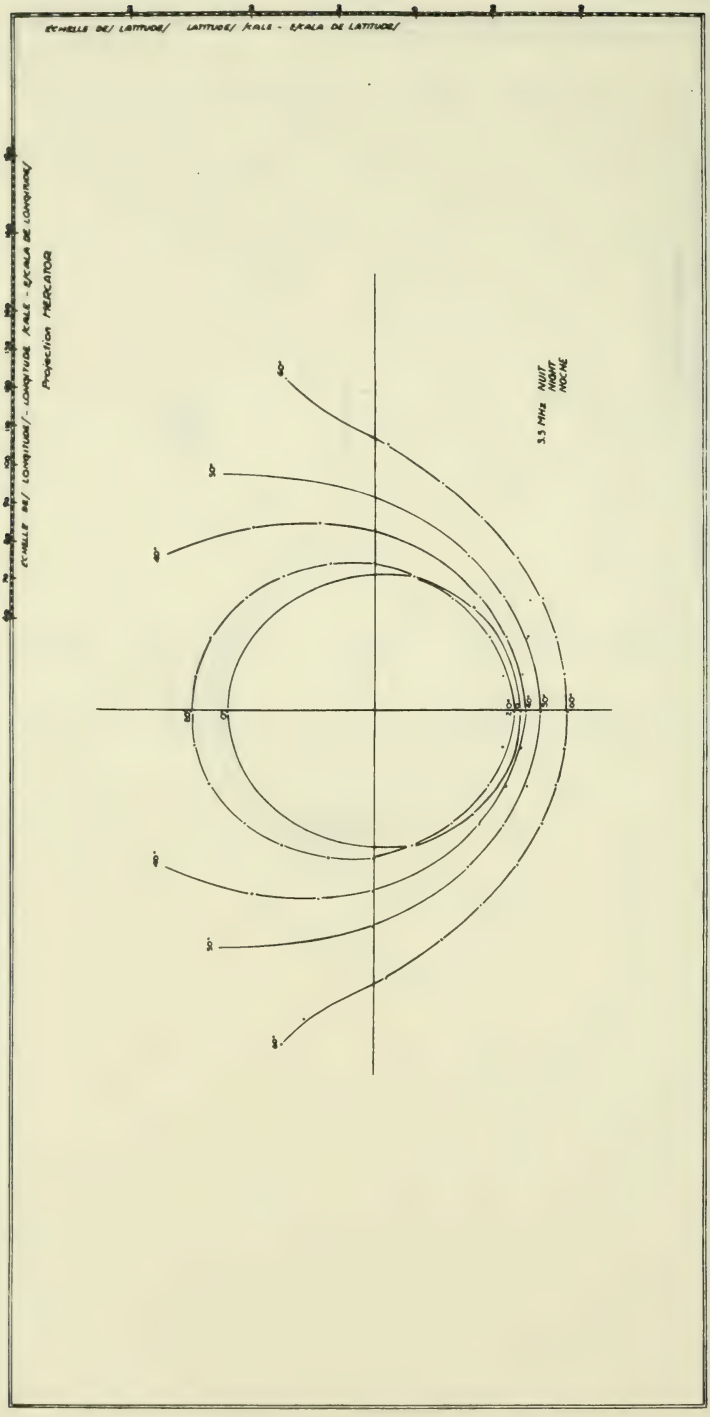
Waste management, radioactive, atomic energy agreement with Belgium 4569
Waters, boundary, sanitation problems—New River, minute with Mexico 3764
West Germany. *See* Germany, Fed. Rep. of
Whaling, amendments to the Schedule to the International Whaling Convention of 1946, multilateral 4241
World Intellectual Property Organization, industrial property protection 4530

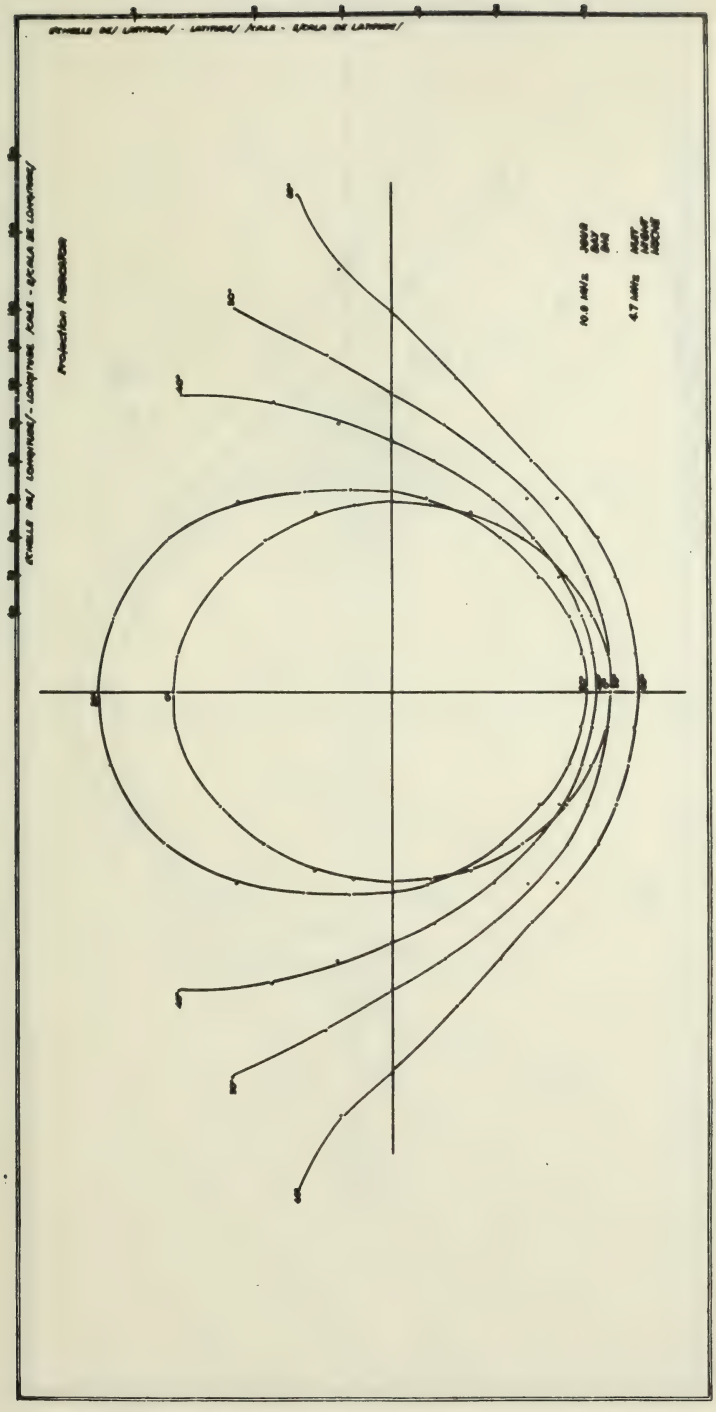
	Page		Page
Yugoslavia, telecommunications, alien amateur radio operators	4173	Zimbabwe, scientific and technical cooperation	4543

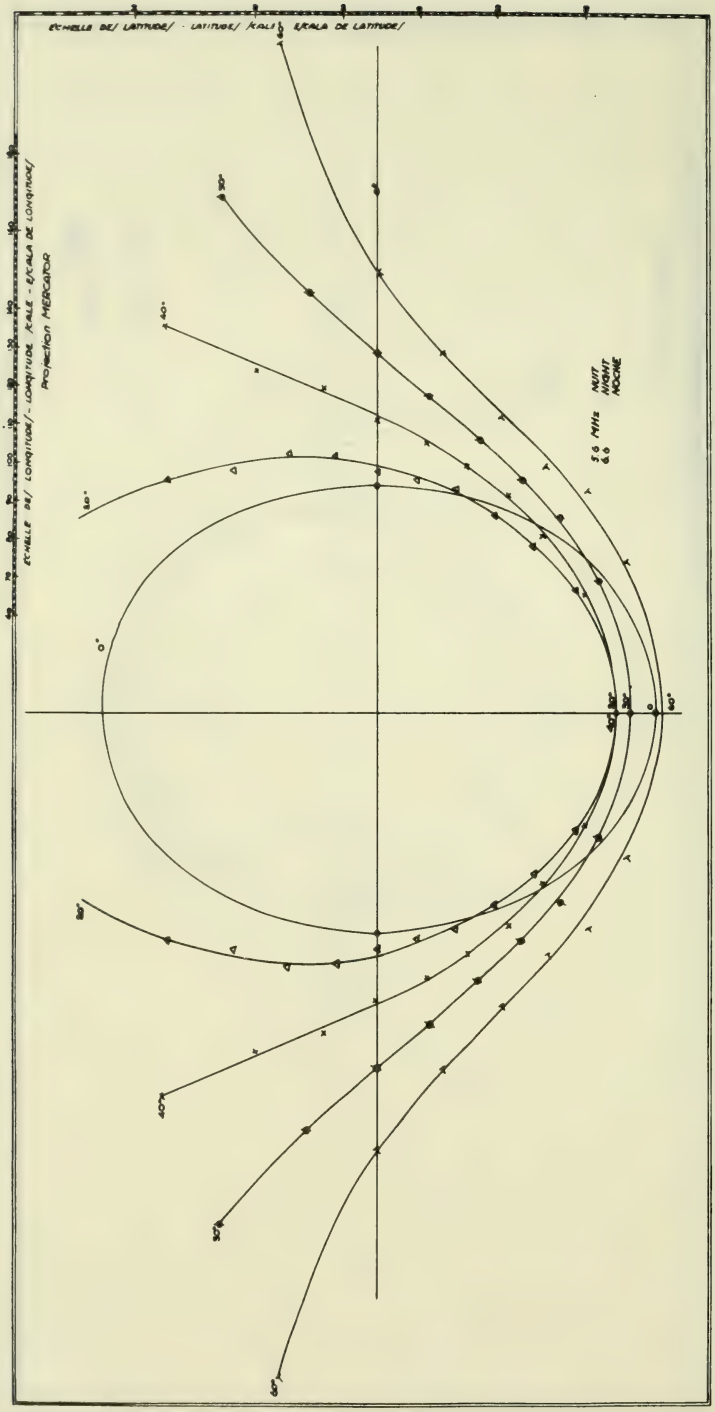
ADDITIONAL MATERIAL FOR TIAS 9920

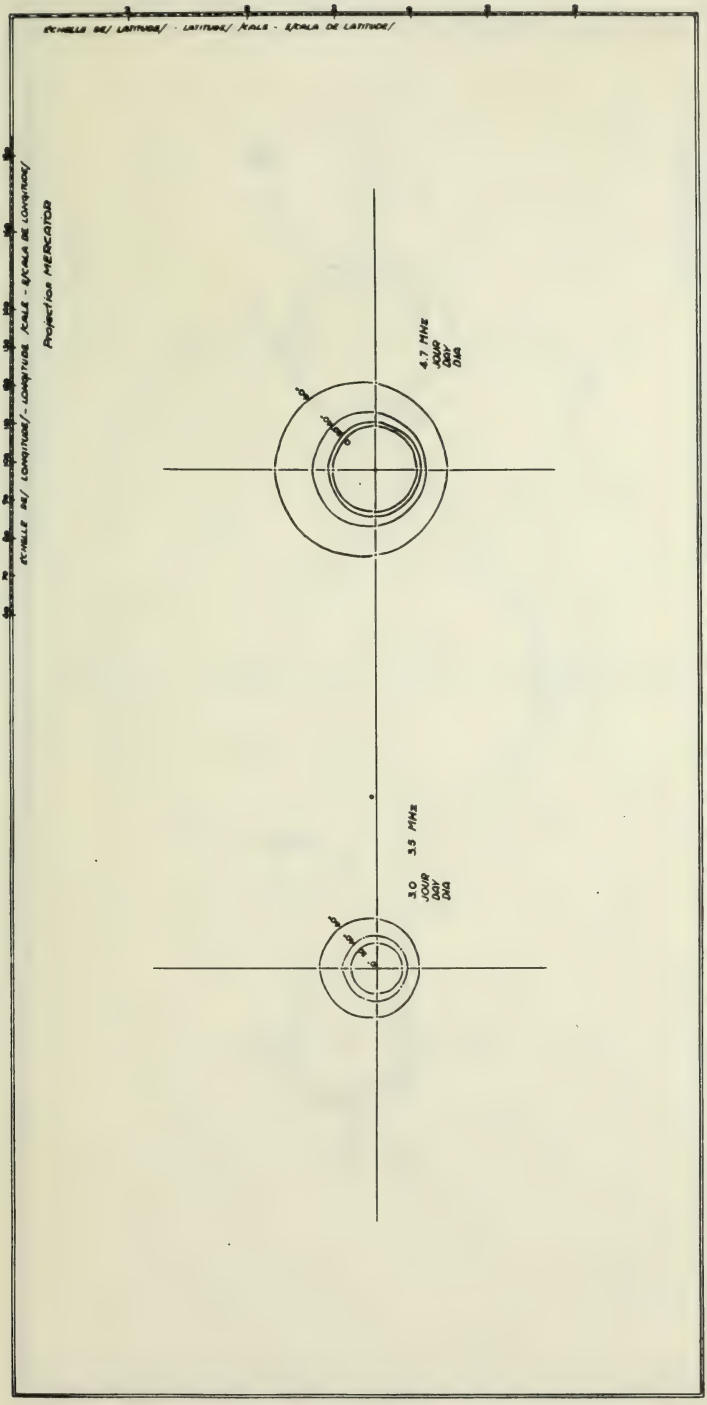
[The Following Maps were Printed as Pasters in a Pocket when Printed.]

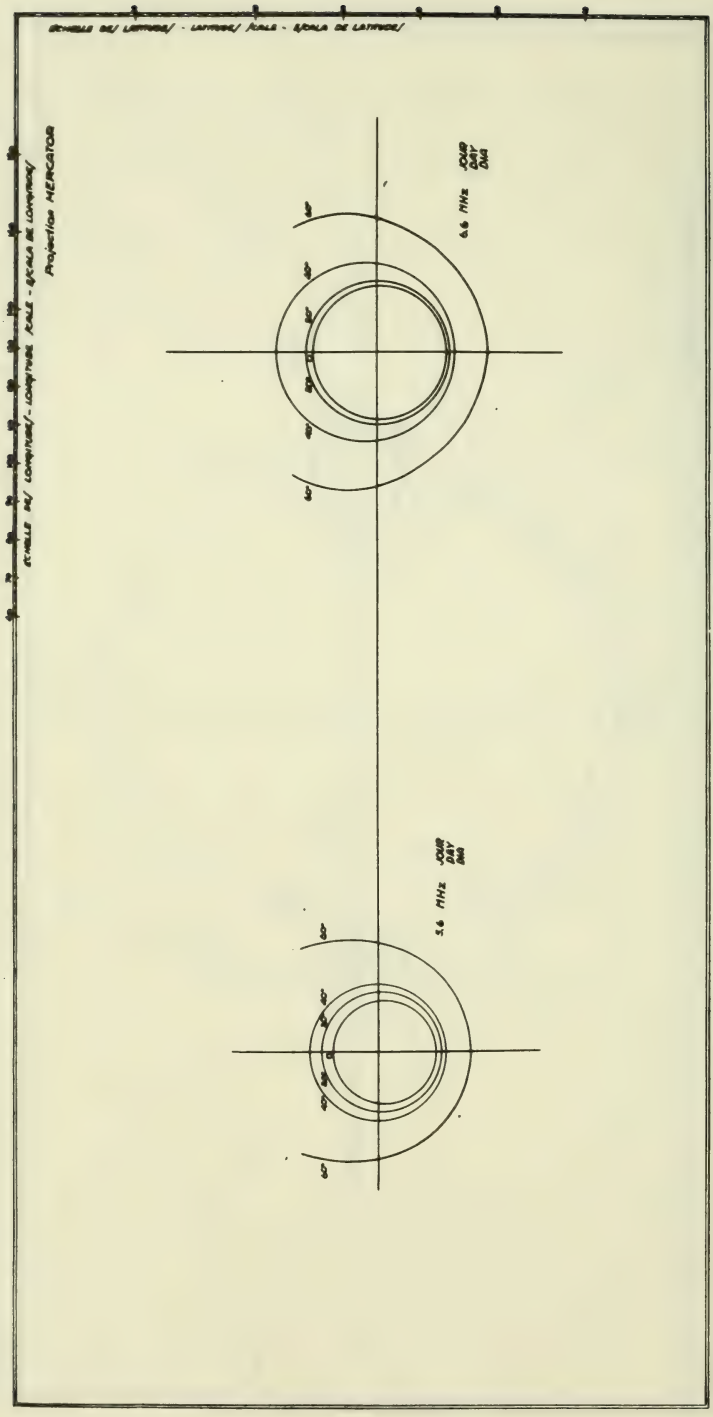

ECHELLE DE/ LATITUDE/ LATITUDE/ SCALE - ESCALA DE LATITUDE/
ECHELLE DE/ LONGITUDE/ - LONGITUDE/ SCALE - ESCALA DE LONGITUDE/
PROJECTION MERCATOR
NUIT
NIGHT
NOCHE
3 MHz
60°
50°
40°
40°
50°
60°

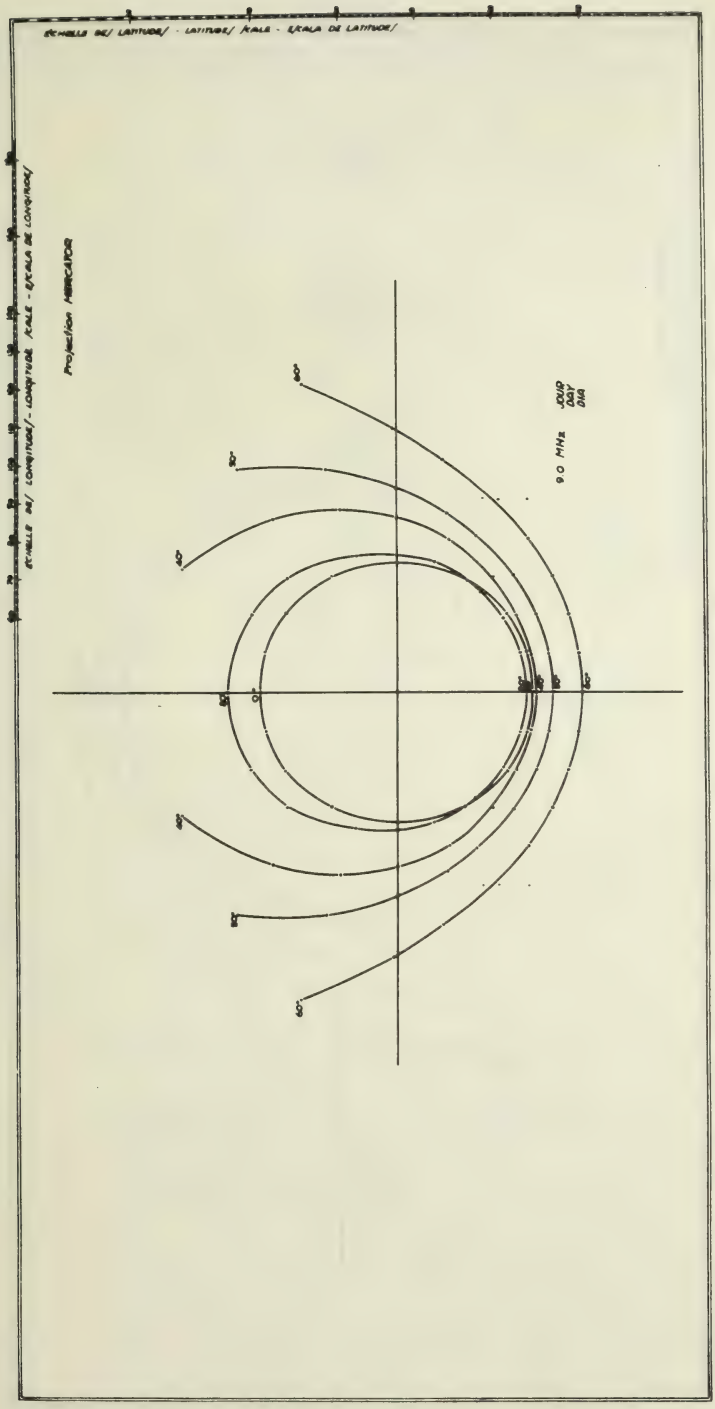

ECHELLE DE/ LATITUDE/ LATITUDE/ /CALE - E/CALA DE LATITUDE/
ECHELLE DE/ LONGITUDE/ - LONGITUDE /CALE - E/CALA DE LONGITUDE/
Projection MERCATOR
3.5 MHz NUIT
NIGHT
NOCHE

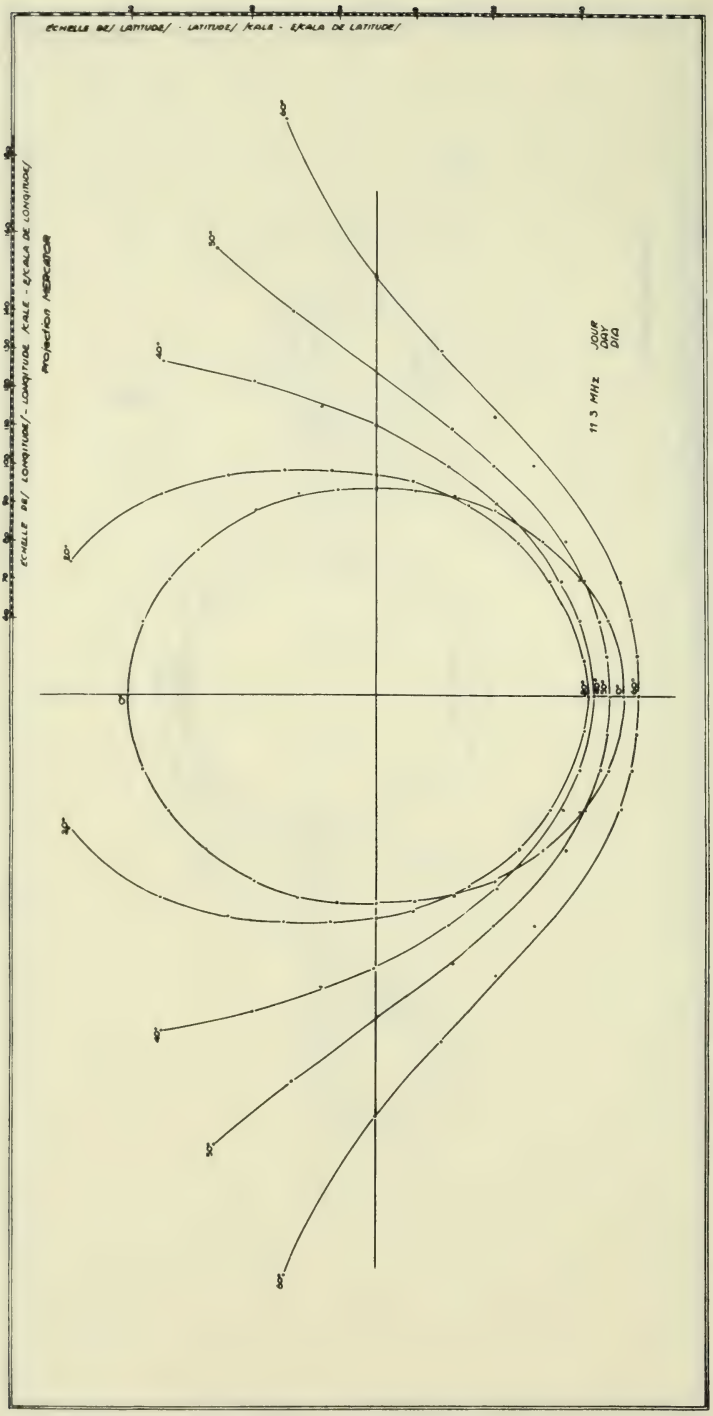



ECHELLE DE/ LATITUDE/ - LATITUDE/ /KALE - ESCALA DE LATITUDE/
ECHELLE DE/ LONGITUDE/ - LONGITUDE/ /KALE - ESCALA DE LONGITUDE/
PROJECTION MERCATOR
5.6 MHz
6.6
NUIT
NIGHT
NOCHE
0°
40°
80°

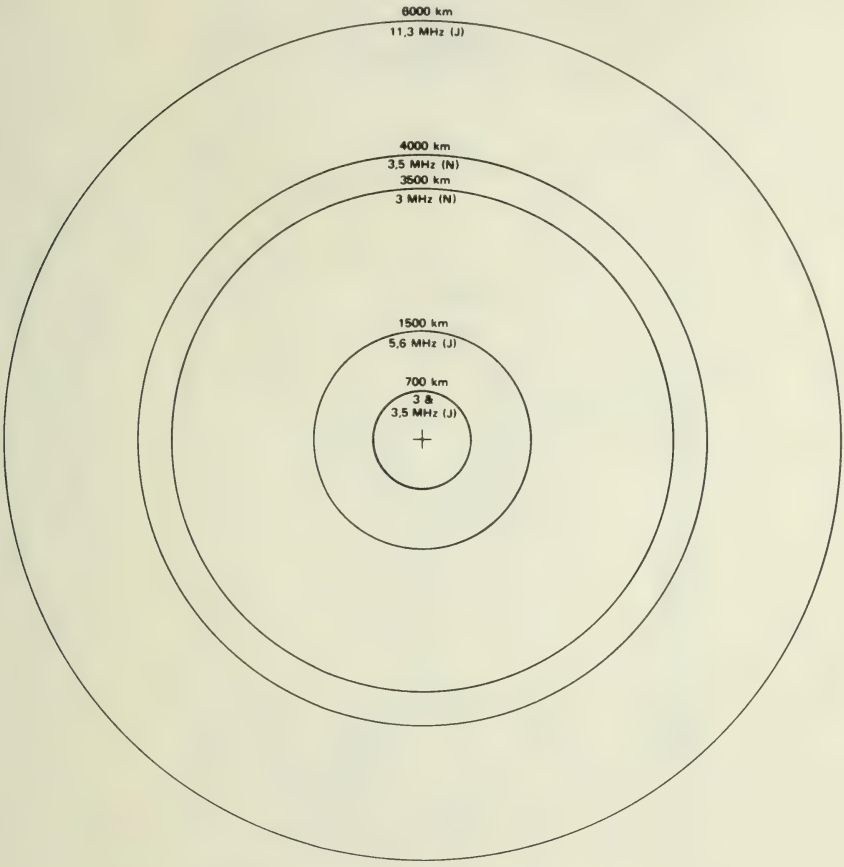

ÉCHELLE DE/ LATITUDE/ · LATITUDE/ SCALE · ESCALA DE LATITUDE/
ÉCHELLE DE/ LONGITUDE/ · LONGITUDE SCALE · ESCALA DE LONGITUDE/
Projection MERCATOR
4.7 MHz
JOUR
DAY
DIA
3.5 MHz
3.0
JOUR
DAY
DIA


Projection MERCATOR
6.6 MHz JOUR DAY DIA
5.6 MHz JOUR DAY DIA


ÉCHELLE DE/ LATITUDE/ - LATITUDE/ SCALE - ESCALA DE LATITUDE/
ÉCHELLE DE/ LONGITUDE/ - LONGITUDE SCALE - ESCALA DE LONGITUD/
Projection MERCATOR
90 MHz
80°
60°
40°
20°
0°

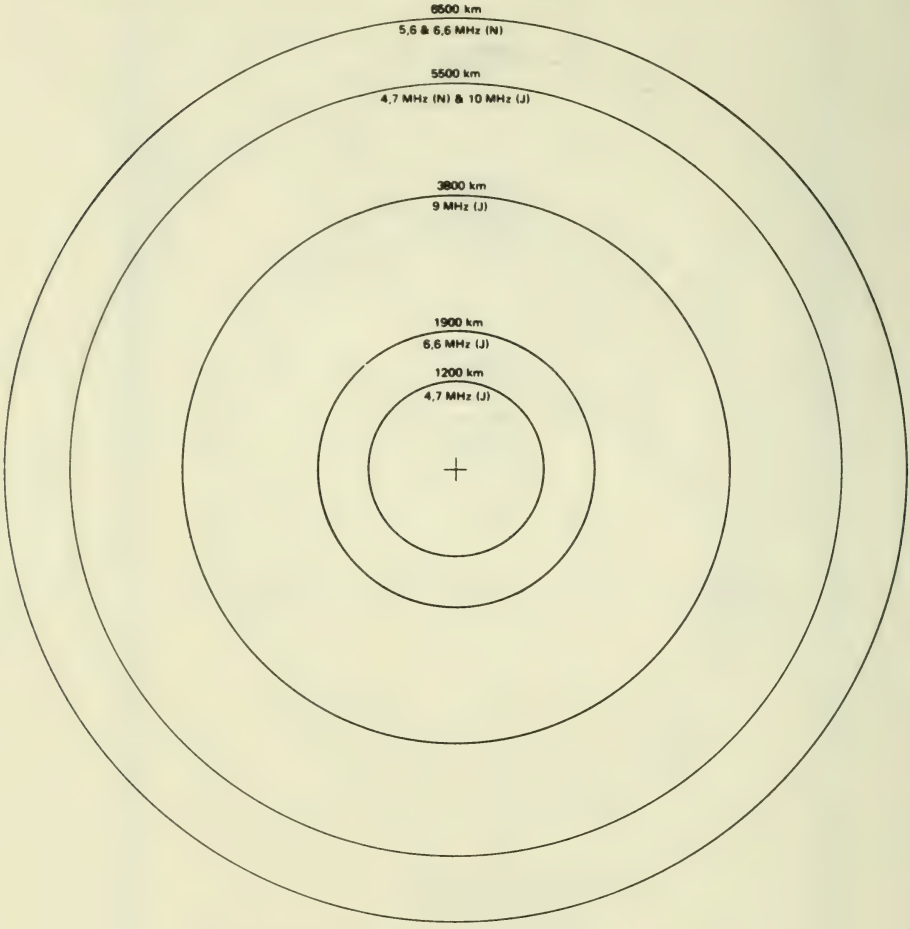

ECHELLE DE/ LATITUDE/ - LATITUDE/ KALE - ESKALA DE LATITUDE/
ECHELLE DE/ LONGITUDE/ - LONGITUDE KALE - ESKALA DE LONGITUD/
PROJECTION MERCATOR
11 3 MHz
JOUR
DAY
DIA

PROJECTION AZIMUTALE EQUIVALENTE DE LAMBERT – COURBES INDIQUANT LES PORTEES DE BROUILLAGE
LAMBERT AZIMUTHAL EQUAL AREA PROJECTION – INTERFERENCE RANGE CONTOURS
PROYECCIÓN ACIMUTAL EQUIVALENTE DE LAMBERT – CURVAS DE ALCANCES DE INTERFERENCIA

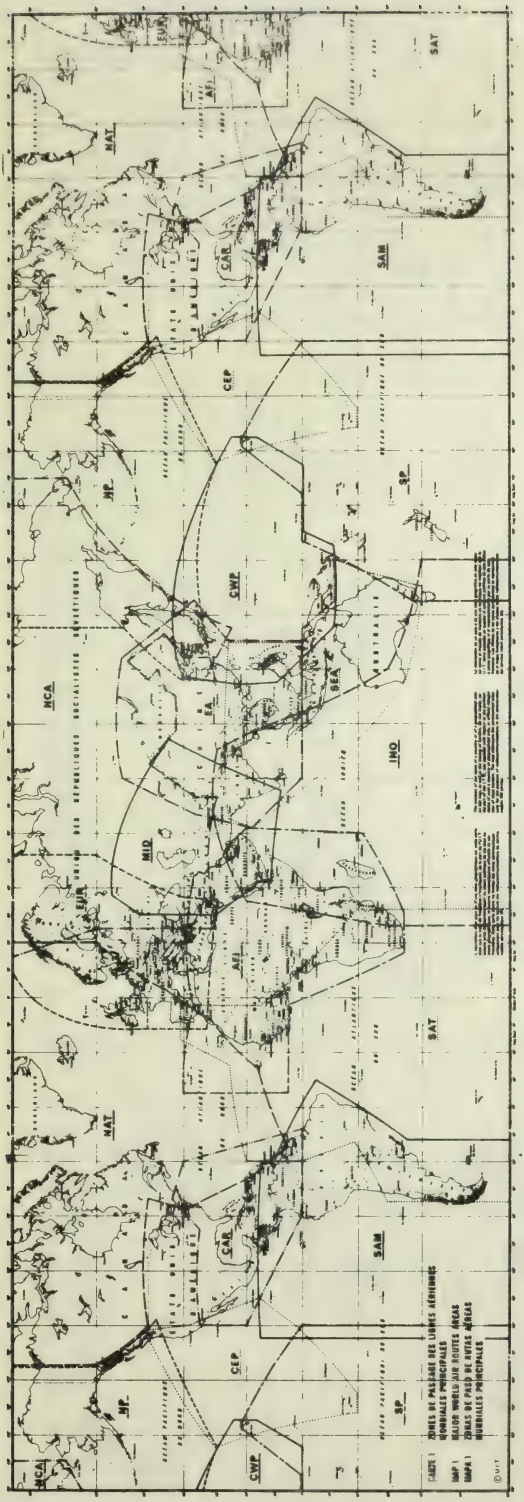


3 & 3.5 MHz	JOUR DAY DIA	700 km	3.5 MHz	NUIT NIGHT NOCHE	4000 km
5.6 MHz	JOUR DAY DIA	1500 km	11.3 MHz	JOUR DAY DIA	6000 km
3 MHz	NUIT NIGHT NOCHE	3500 km			

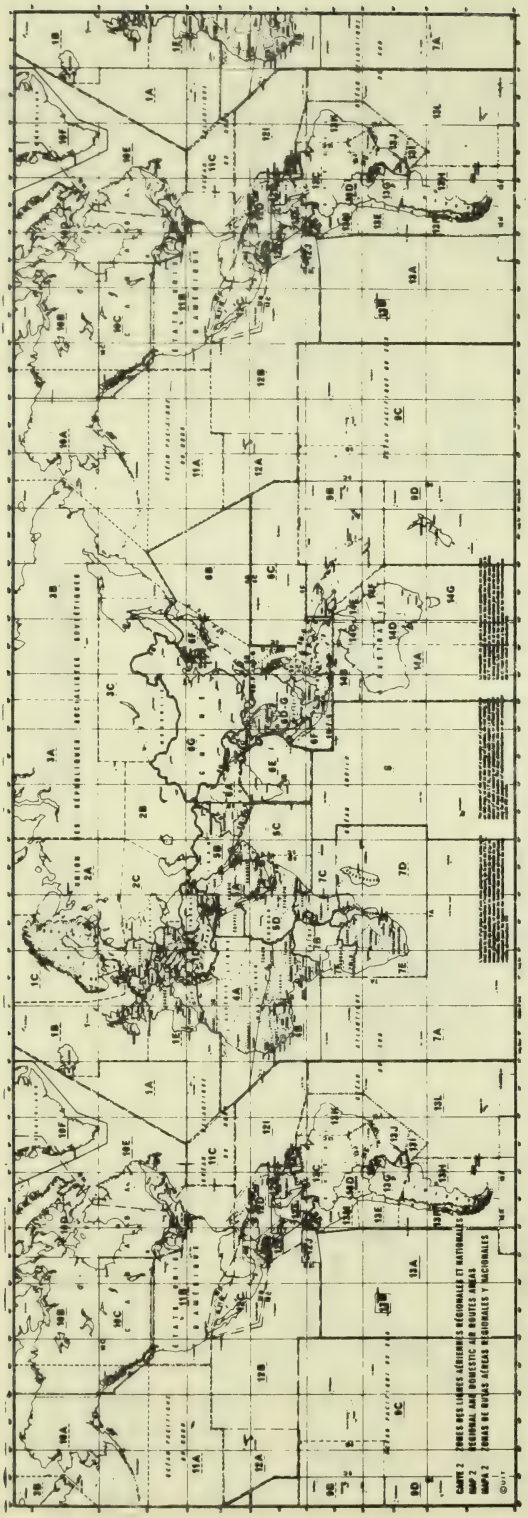
PROJECTION AZIMUTALE EQUIVALENTE DE LAMBERT – COURBES INDIQUANT LES PORTEES DE BROUILLAGE
LAMBERT AZIMUTHAL EQUAL AREA PROJECTION – INTERFERENCE RANGE CONTOURS
PROYECCIÓN ACIMUTAL EQUIVALENTE DE LAMBERT – CURVAS DE ALCANCES DE INTERFERENCIA

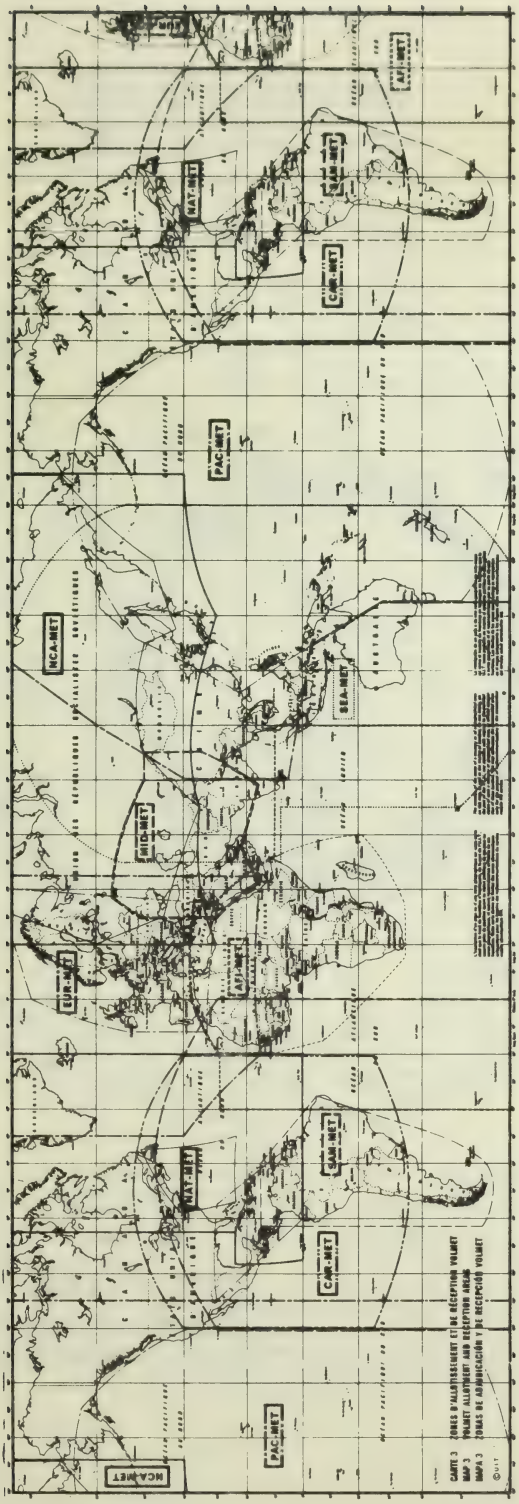


4.7 MHz	JOUR DAY DIA	1200 km	10 MHz	JOUR DAY DIA	5500 km
6.6 MHz	JOUR DAY DIA	1900 km	4.7 MHz	NUIT NIGHT NOCHE	5500 km
9.0 MHz	JOUR DAY DIA	3800 km	5.6 & 6.6 MHz	NUIT NIGHT NOCHE	6500 km



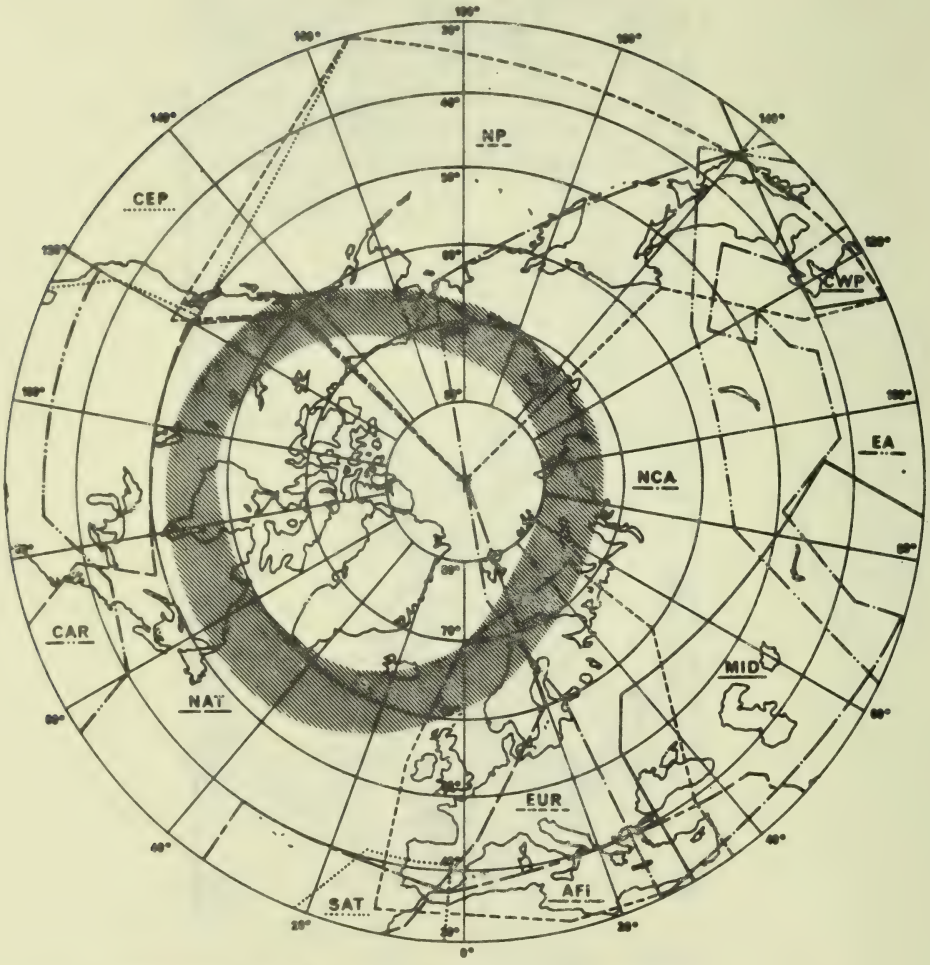
19-198 O - 86 - 29a : QL 3


CARTE 2
MAP 2
MAPA 2
ZONES DES LIGNES AÉRIENNES RÉGIONALES ET NATIONALES
REGIONAL AND DOMESTIC AIR ROUTES AREAS
ZONAS DE RUTAS AÉREAS REGIONALES Y NACIONALES


NCA-MET
PAC-MET
EUR-MET
MID-MET
AFI-MET
SEA-MET
CAR-MET
SAM-MET
MAY-MET
PAC-MET
CAR-MET
SAM-MET
MAY-MET
AFI-MET
CARTE 3 ZONES D'ALLOTISSEMENT ET DE RÉCEPTION VOLMET
MAP 3 VOLMET ALLOTMENT AND RECEPTION AREAS
MAPA 3 ZONAS DE ADJUDICACIÓN Y DE RECEPCIÓN VOLMET

PROJECTION AZIMUTALE EQUIVALENTE DE LAMBERT
LAMBERT AZIMUTHAL EQUAL AREA PROJECTION
PROYECCIÓN ACIMUTAL EQUIVALENTE DE LAMBERT

POLE NORD – NORTH POLE – POLO NORTE



CARTE 4 ZONES DE PASSAGE DES LIGNES AÉRIENNES MONDIALES PRINCIPALES

MAP 4 MAJOR WORLD AIR ROUTE AREAS

MAPA 4 ZONAS DE PASO DE RUTAS AÉREAS MUNDIALES PRINCIPALES

Echelle valable pour les latitudes > 60°

Scale valid for latitudes > 60°

Escala válida para latitudes > 60°

0 1000 2000 3000 4000 km

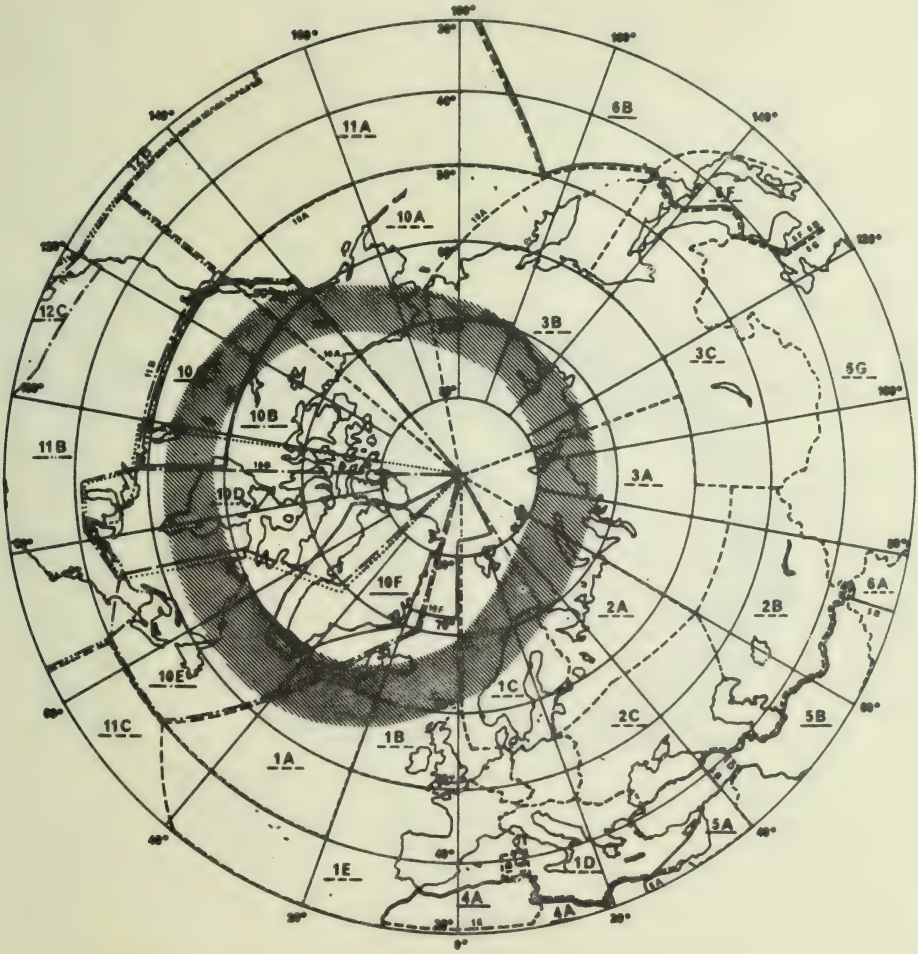
Cette carte donne les limites des zones aéronautiques uniquement pour les besoins des radiocommunications du service mobile aéronautique (R).

The map delineates the aeronautical areas only for the purpose of radiocommunications in the aeronautical mobile (R) service.

Los límites de las zonas aeronáuticas se representan en el mapa únicamente a los efectos de las radiocomunicaciones del servicio móvil aeronáutico (R).

PROJECTION AZIMUTALE EQUIVALENTE DE LAMBERT
LAMBERT AZIMUTHAL EQUAL AREA PROJECTION
PROYECCIÓN ACIMUTAL EQUIVALENTE DE LAMBERT

POLE NORD – NORTH POLE – POLO NORTE



CARTE 5	ZONES DES LIGNES AÉRIENNES RÉGIONALES ET NATIONALES	Echelle valable pour les latitudes > 60°
MAP 5	*REGIONAL AND DOMESTIC AIR ROUTE AREAS*	*Scale valid for latitudes > 60°*
MAPA 5	ZONAS DE RUTAS AÉREAS REGIONALES Y NACIONALES	Escala válida para latitudes > 60°

0 1000 2000 3000 4000 km

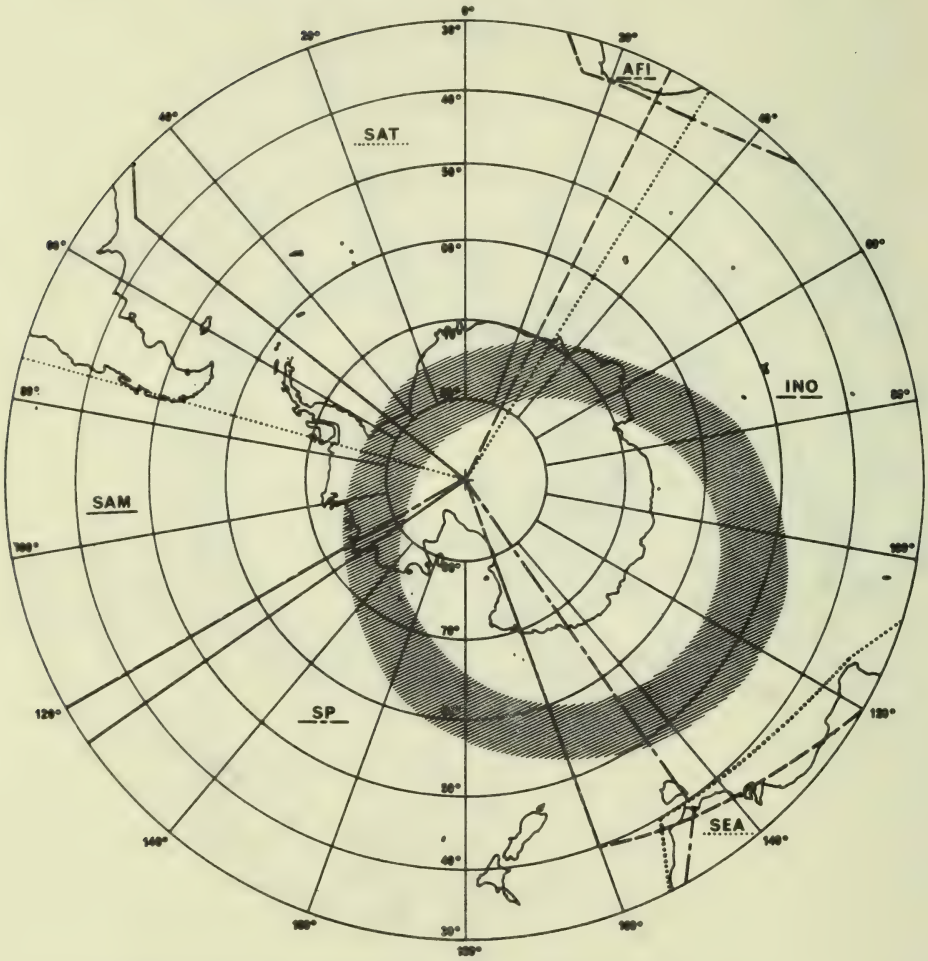
Cette carte donne les limites des zones aéronautiques uniquement pour les besoins des radiocommunications du service mobile aéronautique (R).

The map delineates the aeronautical areas only for the purpose of radiocommunications in the aeronautical mobile (R) service.

Los límites de las zonas aeronáuticas se representan en el mapa únicamente a los efectos de las radiocomunicaciones del servicio móvil aeronáutico (R).

PROJECTION AZIMUTALE EQUIVALENTE DE LAMBERT
LAMBERT AZIMUTHAL EQUAL AREA PROJECTION
PROYECCIÓN ACIMUTAL EQUIVALENTE DE LAMBERT

POLE SUD – SOUTH POLE – POLO SUR



CARTE 6 ZONES DE PASSAGE DES LIGNES AÉRIENNES MONDIALES PRINCIPALES

MAP 6 MAJOR WORLD AIR ROUTE AREAS

MAPA 6 ZONAS DE PASO DE RUTAS AÉREAS MUNDIALES PRINCIPALES

Echelle valable pour les latitudes > 80°
Scale valid for latitudes > 80°
Escala válida para latitudes > 80°

0 1000 2000 3000 4000 km

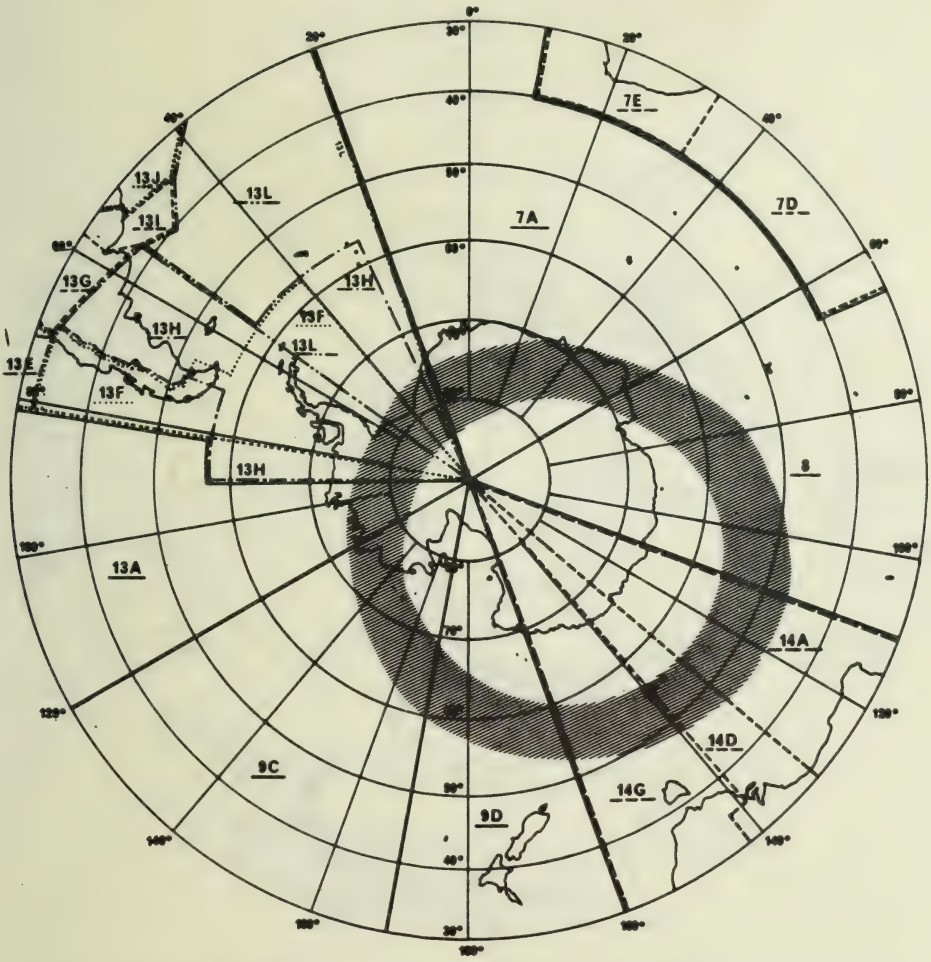
Cette carte donne les limites des zones aéronautiques uniquement pour les besoins des radiocommunications du service mobile aéronautique (R).

The map delineates the aeronautical areas only for the purpose of radiocommunications in the aeronautical mobile (R) service.

Los límites de las zonas aeronáuticas se representan en el mapa únicamente a los efectos de las radiocomunicaciones del servicio móvil aeronáutico (R).

PROJECTION AZIMUTALE EQUIVALENTE DE LAMBERT
LAMBERT AZIMUTHAL EQUAL AREA PROJECTION
PROYECCIÓN ACIMUTAL EQUIVALENTE DE LAMBERT

POLE SUD – SOUTH POLE – POLO SUR



CARTE 7 ZONES DES LIGNES AÉRIENNES RÉGIONALES ET NATIONALES

MAP 7 REGIONAL AND DOMESTIC AIR ROUTE AREAS

MAPA 7 ZONAS DE RUTAS AÉREAS REGIONALES Y NACIONALES

Échelle valable pour les latitudes > 80°

Scale valid for latitudes > 80°

Escala válida para latitudes > 80°

0 1000 2000 3000 4000 km

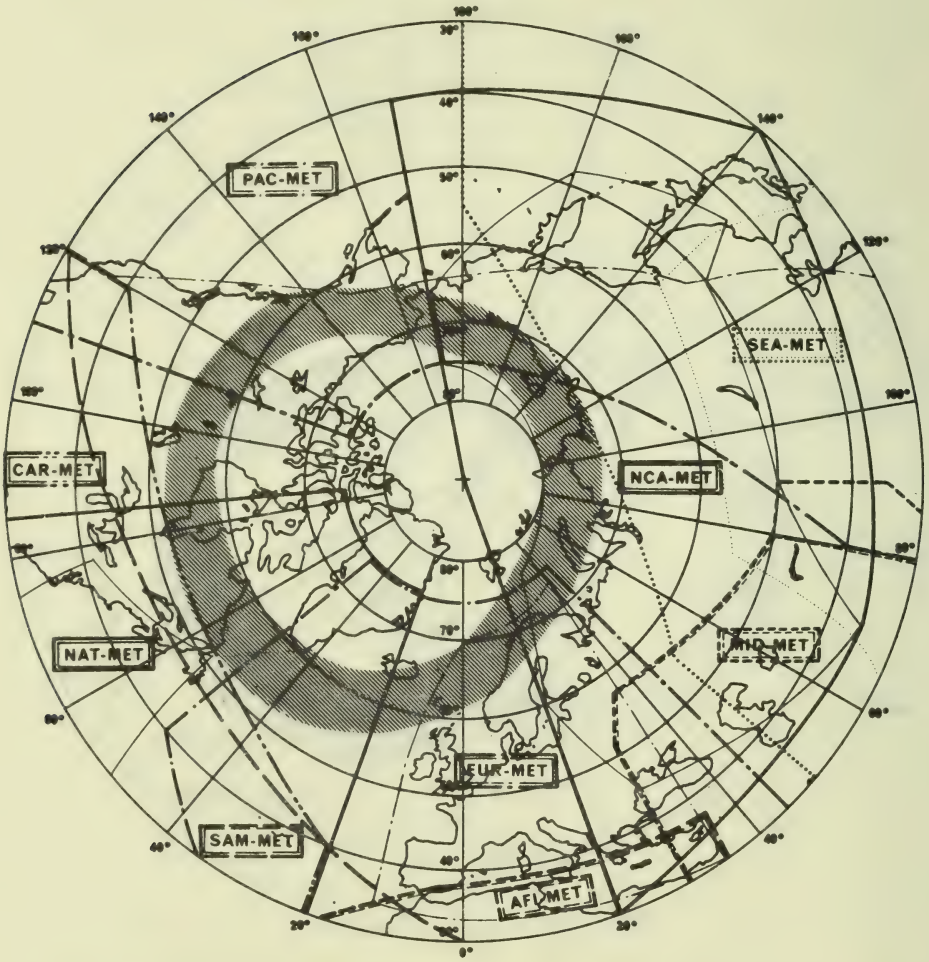
Cette carte donne les limites des zones aéronautiques uniquement pour les besoins des radiocommunications du service mobile aéronautique (R).

The map delineates the aeronautical areas only for the purpose of radiocommunications in the aeronautical mobile (R) service.

Los límites de las zonas aeronáuticas se representan en el mapa únicamente a los efectos de las radiocomunicaciones del servicio móvil aeronáutico (R).

PROJECTION AZIMUTALE EQUIVALENTE DE LAMBERT
LAMBERT AZIMUTHAL EQUAL AREA PROJECTION
PROYECCIÓN ACIMUTAL EQUIVALENTE DE LAMBERT

POLE NORD – NORTH POLE – POLO NORTE



CARTE 8 ZONES D'ALLOTISSEMENT ET DE RÉCEPTION VOLMET

MAP 8 *VOLMET ALLOTMENT AND RECEPTION AREAS.*

MAPA 8 ZONAS DE ADJUDICACIÓN Y DE RECEPCIÓN VOLMET

Echelle valable pour les latitudes > 60°
Scale valid for latitudes > 60°
Escala válida para latitudes > 60°

0 1000 2000 3000 4000 km

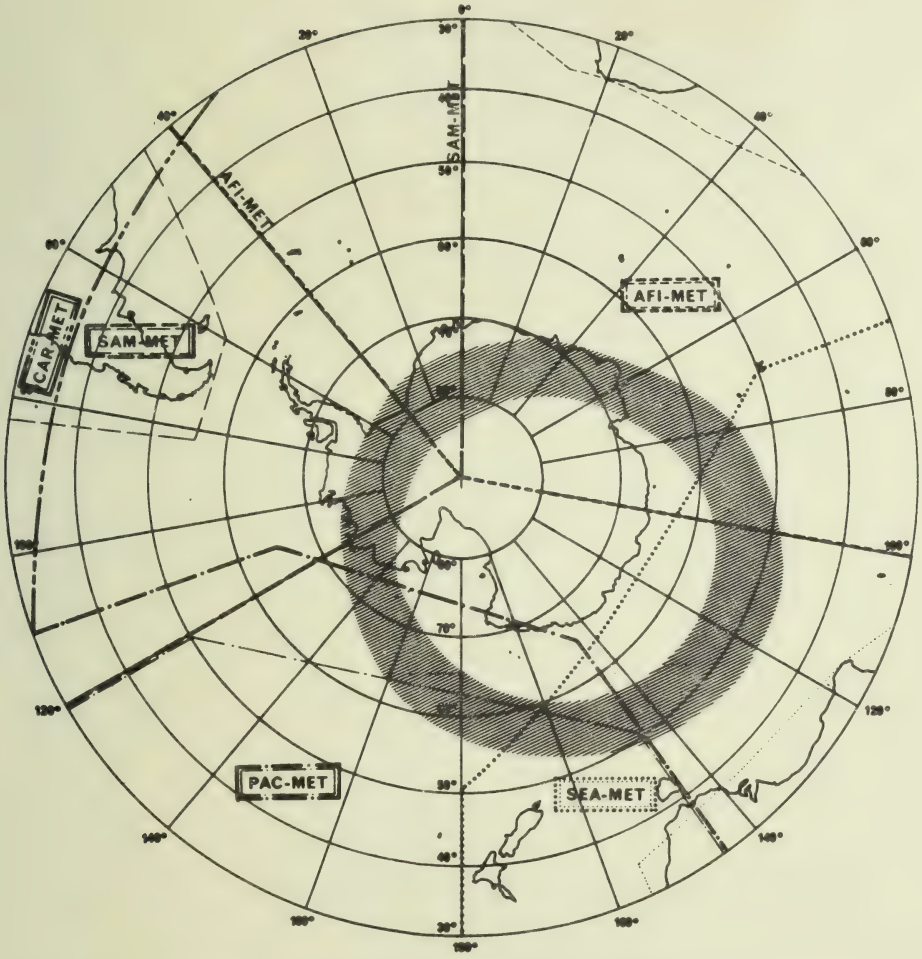
Cette carte donne les limites des zones aéronautiques uniquement pour les besoins des radiocommunications du service mobile aéronautique (R).

The map delineates the aeronautical areas only for the purpose of radiocommunications in the aeronautical mobile (R) service.

Los límites de las zonas aeronáuticas se representan en el mapa únicamente a los efectos de las radiocomunicaciones del servicio móvil aeronáutico (R).

PROJECTION AZIMUTALE EQUIVALENTE DE LAMBERT
LAMBERT AZIMUTHAL EQUAL AREA PROJECTION
PROYECCIÓN ACIMUTAL EQUIVALENTE DE LAMBERT

POLE SUD – SOUTH POLE – POLO SUR



CARTE 9 ZONES D'ALLOTISSEMENT ET DE RÉCEPTION VOLMET

MAP 9 VOLMET ALLOTMENT AND RECEPTION AREAS

MAPA 9 ZONAS DE ADJUDICACIÓN Y DE RECEPCIÓN VOLMET

Echelle valable pour les latitudes > 60°
Scale valid for latitudes > 60°
Escala válida para latitudes > 60°

0 1000 2000 3000 4000 km

Cette carte donne les limites des zones aéronautiques uniquement pour les besoins des radiocommunications du service mobile aéronautique (R).

The map delineates the aeronautical areas only for the purpose of radiocommunications in the aeronautical mobile (R) service.

Los límites de las zonas aeronáuticas se representan en el mapa únicamente a los efectos de las radiocomunicaciones del servicio móvil aeronáutico (R).

MAY 13 1987

UNIVERSITY OF ILLINOIS-URBANA
[redacted]
C001
UNITED STATES TREATIES AND OTHER INTERNA
32:4
3 0112 006685124